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Mortgage Loan No.: 05204
Woodfield Corporate Center
Schaumburg, Illinois

MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS

Cover Sheet

Date: September 13, 2005

Borrower: SMIII 150/200 MARTINGALE ROAD, LLC, a Delaware limited liability company

Borrower's State Of Organization: Delaware

Borrower's Organizational ID Number: 3999208

Lender: MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation

Note Amount: \$46,315,000.00

Maturity Date: October 1, 2010, subject to extension to October 1, 2013 as provided in the Note

State: Illinois

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MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS

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MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") is made as of September 13, 2005, by and between **SMIII 150/200 MARTINGALE ROAD, LLC**, a Delaware limited liability company having an address at c/o KBS Realty Advisors, 4343 Von Karman Avenue, Newport Beach, California 92660 ("Borrower") and **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a Massachusetts corporation having an address c/o Babson Capital Management LLC, 1500 Main Street, Suite 2100, Springfield, Massachusetts 01115, Attention: Managing Director, Real Estate Finance Group ("Lender").

GRANTING CLAUSES

For good and valuable consideration and to secure the payment of an indebtedness in the principal sum of up to FORTY SIX MILLION THREE HUNDRED FIFTEEN THOUSAND AND NO/100 Dollars (\$46,315,000.00) payable in lawful money of the United States, to be paid according to that certain Promissory Note of even date herewith from Borrower to Lender in said principal sum and by this reference made a part hereof (said Promissory Note, as the same may hereafter be amended, modified, consolidated or extended, the "Note") with a maturity date of October 1, 2010, subject to extension to October 1, 2013 pursuant to the terms of the Note, together with all other obligations and liabilities due or to become due to Lender, all amounts, sums and expenses paid hereunder by or payable to Lender according to the terms hereof, and all other covenants, obligations and liabilities of Borrower under the Note, this Mortgage, the Assignment (as hereinafter defined) and any other instrument executed by Borrower evidencing, securing or delivered in connection with the loan evidenced by the Note (all of the foregoing instruments, collectively, the "Loan Documents"), and together with all interest on said indebtedness, obligations, liabilities, amounts, sums, Advances (as hereinafter defined) and expenses (all of the foregoing, collectively, the "Indebtedness"), Borrower has created a security interest in and mortgaged, warranted, granted, bargained, sold, conveyed, assigned, pledged, transferred and set over, and does by these presents create a security interest in and MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, PLEDGE, TRANSFER and SET OVER unto Lender, its successors and assigns forever, WITH MORTGAGE COVENANTS and with all POWERS OF SALE and other STATUTORY RIGHTS AND COVENANTS in the State (as hereinafter defined), together with all interest that Borrower may hereafter acquire in the following property:

The parcel or parcels of land described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

TOGETHER with the buildings, foundations, structures and improvements (including fixtures) now or hereafter located on or in the Land (collectively, the "Improvements");

TOGETHER with all right, power, privilege, option, title and interest, if any, of Borrower in and to the streets and roads, opened or proposed, abutting the Land, all strips and gores within or adjoining the Land, the air space and right to use the air space above the Land, all rights of

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ingress and egress to and from the Land, all easements, rights of way, reversions, remainders, estates, rights, titles, interests, privileges, servitudes, tenements, hereditaments, and appurtenances now or hereafter affecting the Land or the Improvements, all royalties and rights and privileges appertaining to the use and enjoyment of the Land or the Improvements, including all air, lateral support, streets, alleys, passages, vaults, drainage, water, oil, gas and mineral rights, development rights, all leases and licenses and options to purchase or lease, and all other interests, estates or claims, in law or in equity, which Borrower now has or hereafter may acquire in or with respect to the Land or the Improvements (collectively, the "Appurtenances");

The Land, the Improvements and the Appurtenances are hereinafter collectively referred to as the "Premises",

TOGETHER with all equipment, fittings, furniture, furnishings, appliances, apparatus, and machinery in which Borrower now or hereafter has a possessory or title interest (excluding personal property owned by tenants) and now or hereafter installed in or located upon the Premises and all building materials, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein or located thereon; all fixtures, inventory, other goods and personal property of whatever kind and nature now contained on or in or hereafter placed on or in the Premises and used or to be used in connection with the letting or operation thereof, in which Borrower now has or hereafter may acquire a possessory or title interest (excluding personal property owned by tenants) and all renewals or replacements of any of the foregoing property or articles in substitution thereof, including beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, ice makers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers, and other equipment used in the operation of the Premises (collectively, the "Equipment");

TOGETHER with all right, power, privilege, option, title and interest of Borrower in and under all present or future accounts, deposit accounts, documents, instruments, chattel paper, and general intangibles (including "payment intangibles"), as the foregoing terms are defined in the Code (as hereinafter defined), all deposits, monies or escrows held by Lender or Lender's agent or any accounts established pursuant hereto or pursuant to any other Loan Documents, and all contract rights, equipment leases, operating leases and licenses, Operating Agreements (as hereinafter defined), derivative investments, letters of credit, and rate cap agreements, including casualty insurance policies and liability insurance policies (irrespective of whether such policies are required to be obtained or maintained in force pursuant to this Mortgage or other Loan Documents), trade names, trademarks, servicemarks, logos, copyrights, goodwill, franchises,

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books, records, plans, specifications, permits, licenses, approvals, actions, claims under the Federal Bankruptcy Code (as hereinafter defined) and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the "Intangibles");

TOGETHER with all right, power, privilege, option, title and interest of Borrower in and under all existing and future leases, lettings, tenancies, occupancy agreements, licenses to occupy and other similar arrangements affecting the Premises or any part thereof now or hereafter entered into and all amendments, extensions, renewals and guaranties thereof, all security therefor, including letter of credit rights, guaranties and other supporting obligations, and all moneys payable thereunder, whether entered into before or after the filing by or against Borrower of any petition for relief under the Federal Bankruptcy Code (collectively, the "Leases");

TOGETHER with all rents, income, accounts, receivables, issues, profits, security deposits, including the proceeds from letters of credit, guarantees and other supporting obligations, all other payments and profits from the Leases and the use and occupation of the Premises, including fixed and additional rents, cancellation payments, option payments, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Premises, or personalty located thereon, or rendering of services by Borrower or any operator or manager of any hotel or commercial space located in the Premises or acquired from others including from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, telephone and television systems, guest laundry, the provision or sale of other goods and services, service charges, vending machine sales, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for the Lodging Industry, 9th Edition, American Hotel & Motel Association (1996), as from time to time amended, and other payments and benefits to which Borrower may now or hereafter be entitled from the Premises, the Equipment or the Intangibles or under or in connection with the Leases (collectively, the "Property Income"), including the immediate and continuing right to make claim for, receive, collect and receipt for Property Income, including the right to make claim in a proceeding under the Federal Bankruptcy Code and to apply the same to the payment of the Indebtedness, all whether before or after the filing by or against Borrower of any petition for relief under the Federal Bankruptcy Code; and

TOGETHER with all proceeds, judgments, claims, compensation, awards of damages and settlements pertaining to or resulting from or in lieu of any condemnation or taking of the Premises by eminent domain or any casualty loss or damage to any of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, and including also, the right to assert, prosecute and settle claims arising out of or pertaining to such condemnation or taking or such casualty loss under insurance policies constituting an Intangible and to apply for and receive payments of proceeds under such insurance policies and in any condemnation or taking,

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the right to apply for and receive all refunds with respect to the payment of property taxes and assessments and all other proceeds from the conversion, voluntary or involuntary, of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, or any part thereof, into cash or liquidated claims. Collectively, all of the foregoing, are herein referred to as the "Proceeds."

The Equipment, the Intangibles, the Leases, the Property Income and the Proceeds are hereinafter collectively referred to as the "Collateral." The Premises and the Collateral are hereinafter collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property, with all the privileges and appurtenances to the same belonging, and with the possession and right of possession thereof, unto Lender and its successors and assigns forever.

ARTICLE I

DEFINITION OF TERMS

As used in this Mortgage, the terms set forth below shall have the following meanings:

"Advances" means all sums, amounts or expenses advanced or paid and all costs incurred by Lender, as provided in this Mortgage or in any other Loan Document, upon failure of Borrower to pay or perform any obligation or covenant contained herein or in such other Loan Document.

"Anti-Money Laundering Laws" means the USA Patriot Act of 2001, the Bank Secrecy Act, as amended through the date hereof, Executive Order 13324 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended through the date hereof, and other federal laws and regulations and executive orders administered by the United States Department of the Treasury, Office of Foreign Assets Control ("OFAC") which prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals (such individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanction and embargo programs), and such additional laws and programs administered by OFAC which prohibit dealing with individuals or entities in certain countries regardless of whether such individuals or entities appear on any of the OFAC lists.

"Application" means that certain MassMutual Application for Real Estate Loan dated July 29, 2005 executed by Borrower.

"Appurtenances" has the meaning assigned in the Granting Clauses.

"Assignment" means the Assignment of Leases and Rents from Borrower to Lender of even date herewith.

"Bankruptcy Proceeding" means any proceeding, action, petition or filing under the Federal Bankruptcy Code or any similar state or federal law now or hereafter in effect relating to bankruptcy, reorganization or insolvency, or the arrangement or adjustment of debts.

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"Borrower" means the party or parties identified and defined as Borrower on the Cover Sheet and in the preamble of this Mortgage, any subsequent owner of the Mortgaged Property, and its or their respective heirs, executors, legal representatives, successors and assigns.

"Business Day" means any day other than a Saturday, Sunday or other day on which national banks in the State are not open for business.

"Cash Flow" has the meaning set forth in Section 2.17 hereof.

"Code" means the Uniform Commercial Code of the State, as the same may be amended from time to time or any successor statute thereto.

"Collateral" has the meaning assigned in the Granting Clauses.

"Default Rate" has the meaning assigned in the Note.

"Debt Service Coverage Ratio" means the ratio of (a) Cash Flow from the Mortgaged Property as determined by Lender for the 12-month period prior to the date the calculation is made to (b) interest payments on the Note for the same 12-month period.

"Environmental Law" means any present or future federal, state or local law, statute, regulation or ordinance, and any judicial or administrative order or judgment thereunder, pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including each of the following as in effect on the date hereof or hereafter amended: the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. §§ 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Water Pollution Control Act (also known as the Clean Water Act) 33 U.S.C. §§ 1251 et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §§136 et seq.; the Occupational Safety & Health Act of 1970, as amended, 29 U.S.C. § 651 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. §300f et seq.; the National Environmental Policy Act, as amended, 42 U.S.C. §4321 et seq.; and the Solid Waste Disposal Act, as amended, 42 U.S.C. §6901 et seq.

"Environmental Report" has the meaning assigned in Section 2.20.

"Equipment" has the meaning assigned in the Granting Clauses.

"ERISA" means the Employee Retirement Income Security Act of 1974, as the same may be amended from time to time.

"Event of Default" means any one or more of the events described in Section 4.01.

"Federal Bankruptcy Code" means Title 11 of the United States Code, as the same may be amended from time to time or any successor statute thereto.

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"Fiscal Year" means each fiscal year of July 1 through June 30 during the term of this Mortgage, or such other fiscal year of Borrower as Borrower may select from time to time with the prior consent of Lender. During the first year of the term hereof, Borrower's Fiscal Year shall be deemed to have commenced on the date of this Mortgage and shall end on the regular Fiscal Year ending date as indicated in the immediately preceding sentence.

"Hazardous Substance" means any material, waste or substance which is:

(i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in or pursuant to any Environmental Law, or subject to regulation under any Environmental Law;

(ii) listed in the United States Department of Transportation Optional Hazardous Materials Table, 49 C.F.R. §172.101, as to date or hereafter amended, or in the United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302, as to date or hereafter amended; or

(iii) explosive, radioactive, asbestos, asbestos containing material, Microbial Matter, a hydrocarbon, a polychlorinated biphenyl, oil, or a petroleum product.

"Impositions" means all taxes (including ad valorem taxes) or payments in lieu of taxes of every kind and nature, sewer rents, charges for water, for setting or repairing meters and for all other utilities serving the Premises, and assessments, levies, inspection and license fees and all other charges imposed upon or assessed against the Mortgaged Property or any portion thereof (including the Property Income), and any stamp or other taxes which might be required to be paid, or with respect to any of the Loan Documents, any of which might, if unpaid, affect the enforceability of any of the remedies provided in this Mortgage or result in a lien on the Mortgaged Property or any portion thereof, regardless of to whom assessed.

"Indebtedness" has the meaning assigned in the Granting Clauses.

"Intangibles" has the meaning assigned in the Granting Clauses.

"Land" has the meaning assigned in the Granting Clauses.

"Late Charge" means any charge designated as such and payable by Borrower for tardy performance by Borrower under the Note, this Mortgage or any other Loan Document.

"Leases" has the meaning assigned in the Granting Clauses.

"Lender" means Massachusetts Mutual Life Insurance Company, the lender identified as such on the Cover Sheet and in the preamble of this Mortgage, and its successors and assigns (including any other holders from time to time of the Note).

"Loan" means the loan made by Lender to Borrower evidenced by the Note.

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"Loan Documents" has the meaning assigned in the Granting Clauses.

"Losses" means claims, suits, liabilities (including strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement, punitive damages, foreseeable and unforeseeable consequential damages of whatever kind or nature (including attorneys' fees, costs and expenses).

"Maturity Date" has the meaning assigned on the Cover Sheet of this Mortgage

"Microbial Matter" means the presence of fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including mold, mildew and viruses, whether or not such Microbial Matter is living, which poses a threat to the health, safety or welfare of any Person or adversely affects the value of the Mortgaged Property.

"Mortgaged Property" has the meaning assigned in the Granting Clauses.

"Note" has the meaning assigned in the Granting Clauses.

"OFAC Prohibited Person" means, a country, territory, individual or Person (i) listed on, included within or associated with any of the countries, territories, individuals or entities referred to on The Office of Foreign Assets Control's List of Specially Designated Nationals and Blocked Persons or any other prohibited person lists maintained by governmental authorities, or otherwise included within or associated with any of the countries, territories, individuals or entities referred to in or prohibited by OFAC or any other Anti-Money Laundering Laws, or (ii) which is obligated or has any interest to pay, donate, transfer or otherwise assign any property, money, goods, services, or other benefits from the Mortgaged Property directly or indirectly, to any countries, territories, individuals or entities on or associated with anyone on such list or in such laws.

"Operating Agreements" means the management agreements and leasing commission agreements for the Premises and the agreements, licenses and leases set forth in Exhibit C.

"Permitted Encumbrances" means the liens and security interests created by this Mortgage and the other Loan Documents and those exceptions to title set forth in Exhibit B.

"Person" means and includes any individual, corporation, partnership, joint venture, limited liability company, association, bank, joint-stock company, trust, unincorporated organization or government, or an agency or political subdivision thereof.

"Premises" has the meaning assigned in the Granting Clauses.

"Principals" means all general partners, controlling members, managing members, managing agents and/or controlling stockholders of Borrower.

"Proceeds" has the meaning assigned in the Granting Clauses.

"Property Income" has the meaning assigned in the Granting Clauses.

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"Qualified Real Estate Investor" has the meaning set forth in Section 2.17(b).

"Release" means the release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of a Hazardous Substance no matter how or by whom or what caused.

"Remediation" means and includes any response, remedial, removal or corrective action, activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance or underground storage tank, any actions to prevent, cure or mitigate any Release of a Hazardous Substance, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances of underground storage tank.

"State" means the State or Commonwealth in which the Land is situated.

ARTICLE II

COVENANTS, WARRANTIES AND REPRESENTATIONS OF BORROWER

Borrower covenants, warrants, represents and agrees as follows:

Section 2.01 Payment of the Indebtedness. Borrower shall punctually pay the Indebtedness at the times and in the manner provided in the Note, this Mortgage and the other Loan Documents, all in lawful money of the United States of America.

Section 2.02 Title to the Mortgaged Property.

(a) Borrower has fee simple title (or such lesser estate therein as may be specified in Exhibit A) to the Premises and good indefeasible title to the balance of the Mortgaged Property, free and clear of liens and encumbrances except Permitted Encumbrances.

(b) Borrower has full power and lawful authority to encumber the Mortgaged Property in the manner and form herein set forth.

(c) This Mortgage is and will remain a valid and enforceable lien on and security interest in the Mortgaged Property.

(d) Borrower will preserve such title and will forever warrant and defend the same and the validity and priority of the lien hereof to Lender against all claims whatsoever, subject to the Permitted Encumbrances.

Section 2.03 Maintenance of the Mortgaged Property. Borrower shall maintain the Mortgaged Property in good and safe condition, working order and repair, and comply with all existing and future federal, state and local laws, ordinances, rules and regulations and court orders affecting or which may be interpreted as affecting the Mortgaged Property, including the Americans with Disabilities Act and all zoning, subdivision, land use, environmental, traffic,

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fire, building, and occupational safety and health rules, regulations, codes, acts and statutes to which it is subject, provided that Borrower may contest in good faith any such law, ordinance, rule or regulation so long as such contest operates as a stay to the enforcement of such law, ordinance, rule or regulation. Borrower shall permit Lender and its agents to enter upon and inspect: (a) the areas of the Mortgaged Property which are open to the public at all reasonable hours without prior notice and (b) all other areas of the Mortgaged Property at all reasonable hours with reasonable prior notice (provided that Lender shall in no event be required to provide Borrower with more than 48 hours prior notice), except that no notice shall be required in the event of an emergency. Borrower shall not, without the prior consent of Lender: (a) change the use of the Premises; (b) cause or permit the use or occupancy of any part of the Premises to be discontinued if such discontinuance would violate any zoning or other law, ordinance or regulation; (c) consent to any zoning reclassification, modification or restriction affecting the Premises; (d) threaten, commit or permit any waste, structural or material alteration, demolition or removal of the Mortgaged Property or any portion thereof (provided that the Equipment included within the Collateral may be removed if replaced with similar items of equal or greater value); or (e) take any steps whatsoever to convert the Mortgaged Property, or any portion thereof, to a condominium or cooperative form of ownership. No provision of this Section 2.03 shall prohibit Borrower from undertaking and completing or permitting a tenant to undertake and complete tenant improvement work authorized under Leases previously approved by Lender or not requiring Lender's prior approval.

Section 2.04 Insurance; Restoration.

(a) Borrower shall keep the Improvements and the Equipment insured against damage by fire and the other hazards covered by a comprehensive all risk coverage insurance policy (including terrorism insurance) ("Special Form") in an amount equal to 100% of the full insurable value thereof (which shall mean the full repair and actual replacement value thereof providing for no deductible for fire hazards in excess of \$50,000.00, without reduction for depreciation or co-insurance) as approved by Lender, and against loss of rents in an amount not less than 12 months' rental income from all Leases. Should the Premises be subject to pre-existing nonconforming zoning, land use or building laws, then Borrower shall also furnish Lender with an endorsement to the property insurance policy for a change in conditions, ordinance or law and contingent liability from the operation of "nonconforming" improvements, uses or conditions on the Premises. Borrower shall also carry such other insurance, and in such amounts, as Lender may from time to time reasonably require, against insurable risks which at the time are commonly insured against in the case of premises similarly situated in such locale and is available at commercially reasonable rates, due regard being given to the availability of insurance and to the type of construction, location, utilities, use and occupancy of the Premises or any replacements or substitutions therefor. Such additional insurance shall include earthquake insurance (which shall be in place at the closing of the Loan) and may include boiler and machinery insurance (which shall be obtained within 20 days after written demand by Lender). Such insurance may be the form of umbrella or blanket liability or casualty policy or any separate or additional insurance which is contributing in the event of loss. Any umbrella or blanket insurance policy shall specifically allocate to the Mortgaged Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate

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policy insuring only the Mortgaged Property in compliance with the provisions of Section 2.04(c), giving Lender all of the rights set forth in this Section 2.04. Except as provided herein, the Proceeds of insurance paid on account of any damage to or destruction of the Premises or any portion thereof shall be paid over to Lender to be applied as hereinafter provided.

(b) Borrower shall also maintain public liability insurance with respect to the Premises against personal injury, death and property damage, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with a "per location" aggregate endorsement if a blanket policy.

(c) All insurance policies and endorsements required pursuant to this Mortgage shall (i) be endorsed to name Lender as an insured thereunder, as its interest may appear with loss payable to Lender, without contribution, under a long-form, non-contributory mortgagee clause; (ii) be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies licensed to do business in the State, with a rating of "A-VIII" or better as established by Best's Rating Guide or an equivalent rating with such other publication of a similar nature as shall be in current use, as shall be approved by Lender; (iii) without limiting the foregoing, provide that such policy or endorsement may not be canceled or materially adversely changed except upon 30 days prior written notice of intention of cancellation or material adverse change to Lender, and that no act or thing done by Borrower or Lender shall invalidate the policy as against Lender; and (iv) be in form and content reasonably satisfactory to Lender. At least 5 days prior to the Closing Date and the expiration or termination of any insurance policy required hereunder, Borrower shall deliver to Lender one of the following evidences of insurance for approval by Lender: (i) the originals of such policies, (ii) a copy of each original policy certified by an authorized insurance agent to be a true, correct and complete copy of the original, (iii) an insurance binder (ACORD 75 or equivalent provided by the insurance carrier), (iv) an ACORD 28 Evidence of Property Insurance provided by an authorized insurance agent or, where ACORD 28 is not available, other evidence of insurance confirming the same rights as are provided by ACORD 28, or (v) an original letter from the insurance carrier on the primary layer, signed by an officer of such insurance carrier, attaching the form of insurance policy and endorsements (including the mortgagee endorsement) pursuant to which coverage will be provided (and, if applicable, an original letter from each insurance carrier on the excess layers, signed by an officer of such carrier, agreeing that it is bound to the form of insurance policy delivered by the primary carrier (agreeing to "follow form" of the primary carrier). Any such policy, binder, evidence of insurance or letter must include a mortgagee clause satisfactory to Lender. If the Mortgaged Property is not insured under a blanket policy, Borrower shall cause the insurance carrier to deliver the original policy or a certified copy to Lender not more than 120 days following the Closing Date or the expiration or termination of the applicable insurance policy (as applicable). If Borrower fails to maintain insurance in compliance with this Mortgage, Lender may (but shall not be obligated to) obtain such insurance and pay the premium therefor and Borrower shall reimburse Lender on demand for all such Advances. Notwithstanding anything to the contrary contained herein or in any provision of law, the Proceeds of insurance policies coming into the possession of Lender shall not be deemed

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trust funds and Lender shall be entitled to dispose of such Proceeds as hereinafter provided.

(d) In the event of any damage to or destruction of the Premises and/or Equipment, Borrower shall give prompt written notice to Lender and shall promptly commence and diligently continue to completion the repair, restoration and rebuilding of the Premises and/or Equipment so damaged or destroyed in full compliance with all legal requirements and with the provisions of Sections 2.04(h) and (j) below, and free and clear from any and all liens and claims. Such repair, restoration and rebuilding of the Premises are sometimes hereinafter collectively referred to as the "Work." Borrower shall not adjust, compromise or settle any claim for insurance proceeds in excess of \$500,000 without the prior consent of Lender, which consent shall not be unreasonably withheld. Except as provided herein, Lender shall have the option in its sole discretion to apply any insurance Proceeds it may receive pursuant to this Mortgage (less any cost to Lender of recovering and paying out such Proceeds, including reasonable attorneys' fees) to the payment of the Indebtedness or to allow all or a portion of such Proceeds to be used for the Work. If any insurance Proceeds are applied to reduce the Indebtedness, provided no default hereunder or under any of the other Loan Documents shall have occurred and be continuing, Lender shall apply the same, without any prepayment fee, in accordance with the provisions of Section 6 of the Note. Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing, Lender, at its option, may apply any insurance Proceeds to the Indebtedness in such order and priority as Lender deems appropriate in its sole discretion (and any prepayment fee required to be paid under the Note shall be due and owing).

(e) In the event of the foreclosure of this Mortgage or other transfer of title to or assignment of the Mortgaged Property in extinguishment of the Indebtedness in whole or in part, all right, title and interest of Borrower in and to all policies of insurance required by this Mortgage any insurance Proceeds shall inure to the benefit of and pass to Lender or any purchaser or transferee at the foreclosure sale of the Mortgaged Property.

(f) Lender may notify any and all insurers under casualty insurance policies constituting part of the Intangibles that Lender has a security interest pursuant to the provisions of this Mortgage in and to such insurance policies and any proceeds thereof, and that any payments under those insurance policies are to be made directly to Lender. Lender's rights under this Section 2.04(f) may be exercised by Lender or a court appointed receiver appointed upon the request of Lender and irrespective of whether or not a default shall have occurred under this Mortgage.

(g) Notwithstanding the provisions of Section 2.04(d) above, if in Lender's reasonable judgment (as determined by a contractor selected by Lender, which contractor is reasonably acceptable to Borrower) the cost of the Work shall not exceed fifty percent (50%) of the replacement cost of Mortgaged Property as of the time of the damage or destruction, then Lender shall, upon request by Borrower, permit Borrower to use the Proceeds for the Work (subject to the provisions of, and less Lender's costs described in, Section 2.04(h) below), so long as:

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- (i) no Event of Default shall then exist;
 - (ii) the Work can be completed by the date which is the earlier to occur of (a) 12 months from the date of the damage to or destruction of the Premises and (b) 6 months prior to the Maturity Date;
 - (iii) the Debt Service Coverage Ratio is not less than 1.25:1;
 - (iv) all sums necessary to effect the Work over and above any available Proceeds shall be at the sole cost and expense of Borrower and, at Lender's request, Borrower shall deposit such additional amounts, as estimated by a contractor selected by Lender (which contractor is reasonably acceptable to Borrower), with Lender prior to commencing any Work, to be held and disbursed by Lender pursuant to subsection (h) below;
 - (v) at all times during any such Work Borrower shall maintain, at its sole cost and expense, workers' compensation, builders risk and public liability insurance in amounts satisfactory to Lender and in accordance with the provisions of this Section 2.04; and
 - (vi) Borrower provided evidence satisfactory to Lender that upon completion of such restoration and repairs the net operating income from the Mortgaged Property for the 12 month period following such completion of restoration and repairs will not be less than that which existed during the 12-month period immediately prior to the damage or destruction.
- (h) If any insurance Proceeds are used for the Work, then (except as provided herein) such Proceeds shall be held by Lender and shall be paid out from time to time to Borrower as the Work progresses (less any cost to Lender of recovering and paying out such Proceeds, including reasonable attorneys' fees and costs allocable to inspecting the Work and the plans and specifications therefor), subject to each of the following conditions:
- (i) If the Work is structural and if the cost of the Work is reasonably estimated to exceed Two Hundred Thousand Dollars (\$200,000), the Work shall be conducted under the supervision of a certified and registered architect or engineer. Before Borrower commences any Work, other than temporary work to protect property or prevent interference with business, Lender shall have approved the plans and specifications for the Work, which approval shall not be unreasonably withheld or delayed, it being nevertheless understood that such plans and specifications shall provide for Work so that, upon completion thereof, the Premises shall at least equal in value and general utility to the Premises immediately prior to the damage or destruction.
 - (ii) Each request for payment shall be made on not less than seven Business Days prior notice to Lender and shall be accompanied by a certificate of the architect or engineer in (i) above (or a certificate given by Borrower if no architect or engineer is so required) stating (A) that all of the Work completed has

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been done in compliance with the approved plans and specifications, if required under (i) above, (B) that the sum requested is justly required to reimburse Borrower for payments by Borrower, or is justly due to the contractor, subcontractors, materialmen, laborers, engineers, architects or other Persons rendering services or materials for the Work (giving a brief description of such services and materials), and that when added to all sums previously paid out by Lender does not exceed the value of the Work done to the date of such certificate, (C) if the sum requested is to cover payment relating to repair and restoration of Equipment required or relating to the Premises, that title to the items of Equipment covered by the request for payment is vested in Borrower, and (D) that the amount of such Proceeds remaining in the hands of Lender will be sufficient on completion of the Work to pay for the same in full (giving in such reasonable detail as Lender may require an estimate of the cost of such completion). Additionally, each request for payment shall contain a statement signed by Borrower approving both the Work done to date and the Work covered by the request for payment in question.

(iii) Each request for payment shall be accompanied by proper and valid waivers of lien covering that part of the Work for which payment or reimbursement is being requested and, if required by Lender, a search prepared by a title company or licensed abstractor, or by other evidence satisfactory to Lender that there has not been filed with respect to the Premises any mechanics' or other lien or instrument for the retention of title relating to any part of the Work not discharged of record. Additionally, as to any Equipment covered by the request for payment, Lender shall be furnished with evidence of payment therefor and such further evidence satisfactory to assure Lender of its valid first lien on the Equipment.

(iv) Lender shall have the right to inspect the Work at all reasonable times upon reasonable prior notice and may condition any disbursement of Proceeds upon the satisfactory completion, as determined in Lender's reasonable discretion, of any portion of the Work for which payment or reimbursement is being requested. Neither the approval by Lender of the plans and specifications for the Work nor the inspection by Lender of the Work shall make Lender responsible for the preparation of such plans and specifications or the compliance of such plans and specifications, or of the Work, with any applicable law, regulation, ordinance, covenant or agreement.

(v) Proceeds shall not be disbursed more frequently than once each calendar month.

(vi) Any request for payment made after the Work has been completed shall be accompanied by (and to the extent issued by the applicable governmental authority) a copy or copies of any certificate or certificates required by law to render occupancy and full operation of the Premises legal.

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(vii) Upon completion of the Work and payment in full therefor, any unexpended Proceeds shall either be paid over to Borrower or shall be applied to the reduction of the Indebtedness (as provided in Section 6 of the Note).

(i) Upon any failure on the part of Borrower to promptly commence the Work or to proceed diligently and continuously to completion of the Work or upon any Event of Default, Lender, at its sole option, shall be entitled to apply at any time all or any portion of insurance Proceeds it then holds to the Indebtedness or to the curing of any Event of Default under this Mortgage, the Note or any other Loan Document.

(j) Notwithstanding any other provision of this Section 2.04, if no Event of Default shall exist and be continuing (nor any matter has occurred which, after notice or passage of time or both, would constitute an Event of Default) and in Lender's reasonable judgment the cost of the Work is less than \$500,000 as of the date of loss or damage to the Premises and/or Equipment and the Work can be completed in less than 180 days after date of issuance of the permits necessary to commence the Work, then Lender shall, upon request by Borrower, permit Borrower to apply for and receive the insurance Proceeds directly from the insurer (and Lender shall advise the insurer to pay over such Proceeds directly to Borrower), provided that Borrower shall apply such insurance Proceeds solely to the prompt and diligent commencement and completion of such Work.

Section 2.05 Condemnation. Borrower shall notify Lender immediately of the actual or threatened commencement of any proceedings for the condemnation or taking of the Premises or any portion thereof and shall deliver to Lender copies of any and all papers served in connection with such proceedings. Lender may participate in such proceedings and Borrower shall deliver to Lender all instruments requested by Lender to permit such participation. Lender is hereby irrevocably appointed as Borrower's attorney-in-fact, coupled with an interest, with exclusive power to collect, receive and retain the Proceeds of any such condemnation and to make any compromise or settlement in connection with such proceedings, subject to the provisions of this Mortgage. Borrower shall not adjust, compromise, settle or enter into any agreement with respect to such proceedings without the prior consent of Lender. All Proceeds of any condemnation, or purchase in lieu thereof, of the Premises or any portion thereof are hereby assigned to and shall be paid to Lender. Borrower hereby authorizes Lender to collect and receive such Proceeds, to give proper receipts and acquittances therefor and, in Lender's sole discretion, to apply such Proceeds (less any cost to Lender of recovering and paying out such Proceeds, including reasonable attorneys' fees, costs and expenses allocable to inspecting any repair, restoration or rebuilding work and the plans and specifications therefor) toward the payment of the Indebtedness or to the repair, restoration or rebuilding of the Premises in the manner and subject to the conditions set forth in Section 2.04(h). If the Proceeds are used to reduce the Indebtedness, they shall be applied in the order provided in Section 2.04(d), without any prepayment fee. Borrower shall promptly execute and deliver all instruments requested by Lender for the purpose of confirming the assignment of the condemnation Proceeds to Lender.

Section 2.06 Impositions.

(a) Borrower shall pay and discharge all Impositions prior to delinquency and Borrower shall furnish to Lender evidence of the timely payment of such Impositions

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within 15 days after such payments are made in the form of either validated receipts, cancelled checks, or posted payments as copied from the City of Schaumburg's Treasurer's Office web site. Borrower's obligation to pay Impositions pursuant to this Mortgage shall include, to the extent permitted by applicable law, taxes resulting from future changes in law which impose upon Lender an obligation to pay any property taxes or other Impositions or which otherwise adversely affect Lender's interests. Should Borrower default in the payment of any Impositions, Lender may (but shall not be obligated to) pay such Impositions or any portion thereof and Borrower shall reimburse Lender on demand for all such Advances. Deposits made by Borrower to Lender pursuant to Section 2.07 shall be used for payment of Impositions, subject to the terms and conditions of Section 2.07.

(b) Borrower shall not be required to pay, discharge or remove any Imposition so long as Borrower contests in good faith such Imposition or the validity, applicability or amount thereof by an appropriate legal proceeding which operates to prevent the collection of such amounts and the sale of the Mortgaged Property or any portion thereof; provided, however, that such contest will not result in a tax certificate or other sale of the tax lien and prior to the date on which such Imposition would otherwise have become delinquent Borrower shall have: (i) given Lender prior notice of such contest; and (ii) deposited with Lender in cash or via letter of credit satisfactory to Lender, and shall deposit such additional amounts or letters of credit as are necessary to keep on deposit at all times, an amount equal to at least 110% of the total of: (A) the balance of such Imposition then remaining unpaid (after taking into account any monies previously deposited by Borrower with Lender pursuant to Section 2.07 for such contested Impositions); and (B) all interest, penalties, costs and charges accrued or accumulated thereon. Any such contest shall be prosecuted with due diligence, and Borrower shall promptly pay the amount of such Imposition as finally determined, together with all interest, penalties, costs and charges payable in connection therewith. Lender shall have full power and authority to apply any amount deposited with Lender under this Section 2.06(b) to the payment of any unpaid Imposition to prevent the sale of any tax lien or the sale or forfeiture of the Mortgaged Property for non-payment thereof. Lender shall have no liability, however, for failure to so apply any amount deposited unless Borrower requests the application of such amount to the payment of the particular Imposition for which such amount was deposited. Any surplus retained by Lender after payment of the Imposition for which a deposit was made shall be repaid to Borrower unless an Event of Default shall have occurred and is continuing under the provisions of this Mortgage, in which case said surplus may be retained by Lender to be applied to the Indebtedness. Notwithstanding any provision of this Section 2.06(b) to the contrary, Borrower shall pay any Imposition which it might otherwise be entitled to contest if, in the reasonable opinion of Lender, failure to pay will result in a tax certificate or other sale of the tax lien or the Mortgaged Property is in jeopardy or in danger of being forfeited or foreclosed. If Borrower refuses to pay any such Imposition, Lender may (but shall not be obligated to) make such payment and Borrower shall reimburse Lender on demand for all such Advances. Additionally, in such event, if Lender is prevented by law or judicial or administrative order from paying such Imposition, then Lender, at its option, may declare the entire Indebtedness immediately due and payable.

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Section 2.07 Deposits. Borrower shall deposit with Lender, monthly, on the due date of each monthly installment under the Note, 1/12th of the annual charges (as estimated by Lender) for Impositions, and, if required by Lender, and 1/12th of the annual charges for insurance premiums with respect to the Mortgaged Property. If required by Lender, Borrower shall also deposit with Lender, simultaneously with such monthly deposits and/or the execution of this Mortgage, a sum of money which together with such monthly deposits will be sufficient to make the payment of each such charge at least 30 days prior to the date initially due. Should such charges not be ascertainable at the time any deposit is required to be made, the deposit shall be made on the basis of the charges for the prior year or payment period, as reasonably estimated by Lender. When the charges are fixed for the then current year or period, Borrower shall deposit any deficiency on demand. All funds deposited with Lender shall be held without interest (unless the payment of interest thereon is required under applicable law), may be commingled with Lender's other funds, and shall be applied in payment of the foregoing charges when and as payable provided that no default hereunder or under any of the other Loan Documents shall have occurred. Should such a default occur, the funds so deposited may be applied in payment of the charges for which such funds shall have been deposited or to the payment of the Indebtedness or any other charges affecting the Mortgaged Property, as Lender in its sole discretion may determine, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by Lender as herein provided. Borrower shall furnish Lender with bills and all other documents necessary for the payment of the foregoing charges at least 10 days prior to the date on which each payment thereof shall first become due. Notwithstanding the foregoing, Lender agrees that Borrower shall not be required to make any of the foregoing deposits for Impositions and insurance premiums until such time as there exists: (a) a default under the terms of the Loan Documents which remains uncured after the expiration of any applicable grace or cure period, including, without limitation, a delinquency in the payment of either real estate taxes, insurance premiums or ground rents, (b) a quarterly Cash Flow that is less than two (2) times the required payments of interest due under the Loan during such quarter; and (c) a transfer of ownership of the Mortgaged Property as described in Section 2.17 hereof to any Person (even a permitted transferee). Upon the occurrence of any one or more of the items (a), (b) and (c) above, Borrower's obligations to make monthly deposits for Impositions and insurance premiums shall be automatically reinstated; provided, however, that if the event resulting in the automatic reinstatement of Borrower's obligation to make monthly deposits for Impositions is item (b) above (the "Event"), then Borrower's obligation to make such monthly deposits may be suspended anew if (i) the conditions in item (b) above do not exist for two (2) full successive quarters commencing on a calendar quarter after the quarter in which the Event occurred and (ii) none of the items (a) and (c) above has occurred. The right of Borrower to suspend monthly deposits of Impositions and insurance premiums is personal to Borrower, and if the ownership of the Mortgaged Property is transferred by Borrower to any third party pursuant to the terms of Section 2.17 such third party shall make monthly deposit payments for Impositions to Lender.

Section 2.08 Mortgage Taxes. Borrower shall pay any and all taxes, charges, filing, registration and recording fees, excises and levies imposed upon Lender by reason of its ownership of, or measured by amounts payable under, the Note, this Mortgage or any other Loan Document (other than income, franchise and doing business taxes), and shall pay all stamp taxes and other taxes required to be paid on the Note, this Mortgage or the other Loan Documents. If Borrower fails to make such payment within five days after notice thereof from Lender, Lender

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may (but shall not be obligated to) pay the amount due, and Borrower shall reimburse Lender on demand for all such Advances. If applicable law prohibits Borrower from paying such taxes, charges, filing, registration and recording fees, excises, levies, stamp taxes or other taxes, then Lender may declare the Indebtedness then unpaid to be immediately due and payable. In such event, no prepayment fee shall be charged.

Section 2.09 Organization and Authority.

(a) The execution and delivery of the Note, this Mortgage and the other Loan Documents have been duly authorized and there is no provision in Borrower's organizational documents, as amended, requiring further consent for such action by any other Person.

(b) Borrower is duly organized, validly existing and in good standing under the laws of the state of its formation.

(c) Borrower has all necessary franchises, licenses, authorizations, registrations, permits and approvals and full power and authority to own and operate its properties, including the Mortgaged Property, and carry on its business as now conducted in each jurisdiction where Borrower conducts its business.

(d) The execution and delivery of and performance of its obligations under the Loan Documents: (i) will not result in Borrower being in default under any provision of its organizational documents, as amended, any court order, or any mortgage, deed of trust or other agreement to which it is a party; and (ii) do not require the consent of or any filing with any governmental authority.

(e) All necessary and required actions have been duly taken by and on behalf of Borrower to make and constitute the Loan Documents, and the Loan Documents constitute, legal, valid and binding obligations enforceable in accordance with their respective terms, subject only to the application of bankruptcy and other laws affecting the rights of creditors generally.

Section 2.10 Maintenance of Existence. So long as it owns the Mortgaged Property, Borrower shall do all things necessary to preserve and keep in full force and effect its existence, franchises, licenses, authorizations, registrations, permits and approvals under the laws of the state of its formation and the State, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court now or hereafter applicable to Borrower or to the Mortgaged Property or any portion thereof.

Section 2.11 Payment of Liens. Borrower shall pay when due all payments and charges due under or in connection with any liens and encumbrances on and security interests in the Mortgaged Property or any portion thereof, all rents and charges under any ground leases and other leases forming a part of the Mortgaged Property, and all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a lien on the Mortgaged Property or any portion thereof, and shall cause the prompt (but in no event later than 45 days after imposition), full and unconditional discharge (or bonding or insuring by title company endorsement) of all liens imposed on or against the Mortgaged Property or any

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portion thereof. Borrower shall do or cause to be done, at the sole cost of Borrower, everything necessary to fully preserve the initial priority of the lien of this Mortgage. If Borrower fails to make any such payment or if a lien attaches to the Mortgaged Property or any portion thereof and Borrower does not provide a bond or a title insurance endorsement to cover such lien within 10 Business Days of the filing of such lien, Lender may (but shall not be obligated to) make such payment or discharge such lien and Borrower shall reimburse Lender on demand for all such Advances.

Section 2.12 Costs of Defending and Upholding the Lien. Lender may, after notice to Borrower: (a) appear in and defend any action or proceeding, in the name and on behalf of either Lender or Borrower, in which Lender is named or which Lender in its reasonable judgment determines may adversely affect the Mortgaged Property, this Mortgage, the lien hereof or any other Loan Document; and (b) institute any action or proceeding which Lender in its reasonable judgment determines should be instituted to protect its interest in the Mortgaged Property or its rights under this Mortgage or any other Loan Document, including foreclosure proceedings. Borrower agrees to bear and shall pay or reimburse Lender on demand for all Advances and expenses (including reasonable attorneys' fees, costs and expenses) relating to or incurred by Lender in connection with any such action or proceeding.

Section 2.13 Costs of Enforcement. Borrower agrees to bear and shall pay or reimburse Lender on demand for all Advances and expenses (including reasonable attorneys' and appraisers' fees, costs and expenses and the expenses and reasonable fees of any receiver or similar official) of or incidental to the collection of the Indebtedness, any foreclosure of this Mortgage or any other Loan Document, any enforcement, compromise or settlement of this Mortgage, any other Loan Document or the Indebtedness, or any defense or assertion of the rights or claims of Lender in respect of any thereof, by litigation or otherwise.

Section 2.14 Interest on Advances and Expenses. All Advances made and any reasonable expenses incurred at any time by Lender pursuant to the provisions of this Mortgage or the other Loan Documents or under applicable law shall be secured by this Mortgage as part of the Indebtedness, with equal rank and priority. All such Advances and expenses shall bear interest at the Default Rate from the date that each such Advance or expenses is made or incurred to the date of repayment and all such Advances and expenses with interest thereon shall be payable to Lender on demand.

Section 2.15 Indemnification. Borrower shall indemnify, defend and hold Lender and Lender's directors, officers, employees and agents harmless from and against and reimburse them for all Losses which may be imposed upon, asserted against, or incurred or paid by any of them: (a) by reason of, on account of or in connection with any act or occurrence relating to the Mortgaged Property or any bodily injury, death, other personal injury or property damage occurring in, upon or in the vicinity of the Premises from any cause whatsoever; (b) as a result of the failure of Borrower to perform any of its obligations under any of the Loan Documents; or (c) on account of any transaction otherwise arising out of or in any way connected with the Mortgaged Property, this Mortgage or the Indebtedness.

Section 2.16 Financial Statements; Records. Borrower shall keep adequate books and records of account in accordance with either (A) generally accepted accounting principles with

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the following adjustments: (1) in reporting net operating income, rents shall be reflected in accordance with the contractual terms of the relevant lease agreements, rather than a straight-line basis over the terms of the lease agreements, and (2) the value of assets and liabilities shall be reflected at their "current value" instead of their historical cost (which historical cost includes adjustments for depreciation and amortization), or (B) in accordance with other methods reasonably acceptable to Lender, in each case as consistently applied, and shall furnish to Lender:

- (a) a current certified rent roll, signed and dated by Borrower, detailing for each of the Leases, the names of all tenants of the Premises, the portion of the Premises occupied by each tenant, the annual or monthly rental, including base rent, additional rent and percentage rent, and any other charges payable and the term of each of the Leases, including the expiration date, and any other information as is reasonably required by Lender, within 105 days after the end of each Fiscal Year of the Borrower;
- (b) an annual operating statement of the Premises detailing the total revenues received, total expenses incurred, total cost of all capital improvements, total debt service and total cash flow, to be prepared and certified by Borrower in the form attached hereto as Exhibit D (or in audited form if available), or if Borrower is in monetary default hereunder or under any of the other Loan Documents, an audited annual operating statement prepared and certified by an independent certified public accountant acceptable to Lender, within 105 days after the close of each Fiscal Year of Borrower (provided, however, any audited annual operating statement shall be delivered within 120 (not 105) days after the close of each Fiscal Year of Borrower);
- (c) an annual balance sheet and profit and loss statement of Borrower and of any guarantor or indemnitor under any Loan Document, in the form attached hereto as Exhibit D, prepared and certified by Borrower (or in audited form if available), the guarantor or indemnitor as to the applicable statement, and such statements, if Borrower is in monetary default hereunder or under any of the other Loan Documents, shall be audited financial statements prepared and certified by an independent certified public accountant acceptable to Lender. All annual reports and statements required under Sections 2.16(b) and (c) hereof shall be in a form attached hereto as Exhibit D and shall be delivered to Lender within 105 days after the close of each Fiscal Year of Borrower;
- (d) an annual operating budget and management plan presented on a monthly basis consistent with the annual operating statement described above for the Premises, including cash flow projections for the upcoming year, and all proposed capital replacements and improvements at least fifteen (15) days prior to the start of each Fiscal Year;
- (e) the following quarterly statements (i) operating statements of the Premises in a form attached hereto as Exhibit D, prepared and certified by Borrower, detailing the revenues received, the expenses incurred and the net operating income before and after debt service (interest payments), (ii) a statement stating major capital improvements for that quarter and appropriate year to date information, and (iii) a summary report in a form attached hereto as Exhibit E, each within 60 days after the end of each calendar quarter;

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(f) quarterly certified rent rolls meeting the requirements of paragraph 2.16(a) above, within 60 days after the end of each calendar quarter;

(g) quarterly evidence of insurance required to be maintained pursuant to Section 2.04 hereof (including a certification by Borrower that all insurances required hereunder are in place and being maintained), within 60 days after the end of each calendar quarter;

(h) quarterly leasing and marketing plans for the then next 12-month period along with a list of potential tenant and/or lease prospects;

(i) a copy of the federal tax return of Borrower, if any, as and when filed with the Internal Revenue Service; and

(j) upon request from Lender (but, absent a default by Borrower hereunder, not more often than once each calendar year), the following:

(i) an accounting of all security deposits held in connection with any of the Leases, including the name and identification number of the accounts in which such security deposits are held, the name and address of the financial institutions in which such security deposits are held and the name of the person to contact at such financial institution, along with any authority or release for Borrower to obtain information regarding such accounts directly from such financial institutions;

(ii) such other financial or management information as may, from time to time, be reasonably required by Lender and in form and substance reasonably satisfactory to Lender; and

(iii) Borrower's books and records regarding the Premises for examination, review, copying and audit by Lender or its auditors during normal business hours and convenient facilities for such examination, review, copying and audit of Borrower's books and records of account.

(k) Borrower hereby appoints Lender its attorney in fact for the purpose of hiring at Borrower's cost an auditing firm to prepare and deliver to Lender any overdue rent roll, operating statement or balance sheet and profit and loss statement in the event Borrower fails or refuses to furnish to Lender those financial reports as and when due. Borrower agrees to make any and all of Borrower's books and records available to such auditing firm. The costs and expenses of the auditor shall be due and payable to Lender upon demand and shall constitute a part of the Indebtedness.

Section 2.17 Prohibition Against Conveyances and Encumbrances.

(a) Except as hereinafter provided, without the prior consent of Lender, neither Borrower nor any Person shall convey, assign, sell, mortgage, encumber, pledge, hypothecate, grant a security interest in, grant options with respect to, or otherwise dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or

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otherwise, and whether or not for consideration or of record) all or any portion of any legal or beneficial interest in: (x) all or any portion of the Mortgaged Property including the Leases; or (y) all or any ownership interest in Borrower. In furtherance of the foregoing, subordinate liens (voluntary or involuntary) secured by any portion of the Mortgaged Property, or any beneficial interest in the Mortgaged Property, and any mezzanine or any other financing, whether unsecured or secured by any ownership interest in Borrower, shall not be permitted except with the prior consent of Lender. Without limiting Lender's right to withhold its consent to any transfer or encumbrance, any such transfer or encumbrance to which Lender consents must be to or with a United States citizen or an entity owned or controlled by United States citizens which is not an OFAC Prohibited Person. All requests for Lender's consent under this Section 2.17 shall be on a form previously approved by Lender and shall be accompanied by the payment of Lender's standard processing fee for such transactions then in effect. Lender's consent to any of the foregoing actions, if given (in Lender's sole discretion), may be conditioned upon a change in the interest rate, maturity date, amortization period or other terms under the Note, the payment of a transfer fee and/or any other requirements of Lender. In addition to the standard processing fee and the transfer fee referred to in this Section 2.17, Borrower agrees to bear and shall pay or reimburse Lender on demand for all reasonable expenses (including reasonable attorneys' fees, costs and expenses, title search costs, and title insurance endorsement premiums) incurred by Lender in connection with the review, approval and documentation of any such transaction. The foregoing prohibitions are not intended to prevent the Principals from obtaining personal loans unrelated to Borrower and the Mortgaged Property and are also not intended to prevent Borrower from incurring reasonable and customary trade payables and unsecured operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Mortgaged Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due.

(b) Notwithstanding the foregoing provisions of Section 2.17(a), Lender, until October 1, 2010 only, will permit a one-time transfer of title to the Mortgaged Property without modification of the terms of the Loan Documents (except that any transferee shall not have the right to extend the maturity of the Loan provided in Sections 24 and 25 of the Note), subject, however, to satisfaction of each and every one of the following conditions:

1. At least thirty (30) days prior to such transfer, Borrower shall have provided Lender with written notice of the proposed transfer and an administrative processing fee in the amount of Ten Thousand Dollars (\$10,000) ("Processing Fee") along with the name(s), address(es) and organizational documents of the proposed transferee and of the principals, affiliates and parent or other majority owners, as applicable, of the proposed transferee. Upon receipt by Lender, the Processing Fee shall be deemed earned, whether or not Borrower completes the proposed transfer and whether or not any proposed transfer is actually approved by Lender pursuant to this Section 2.17; provided, however, if Lender does not approve the proposed transfer, Lender shall retain only so much of the

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- Processing Fee as is required to reimburse Lender for its actual out-of-pocket costs incurred in connection with the proposed transfer and shall return the balance of the Processing Fee to Borrower. A separate Processing Fee shall be required for each transfer requested. Additionally, Borrower shall furnish to Lender along with such notice the following: (i) detailed and complete financial statements of the proposed transferee and of the principals, affiliates and parent or other majority owners, as applicable, of the proposed transferee, (ii) information with respect to the business and business experience of the proposed transferee and of the principals, affiliates and parent or other majority owners, as applicable, of the proposed transferee, and their experience in the ownership and operation of properties similar to the Mortgaged Property and other commercial real estate, (iii) evidence that the Mortgaged Property as of the proposed date of transfer of title and thereafter will be managed by a management company and under a management agreement meeting the requirements of clause 4 of this Section 2.17 below, (iv) the terms and conditions of the proposed sale and a copy of the executed purchase and sales agreement, and (v) a description, including a chart, if appropriate, of the ownership structure of the proposed transferee and each of its principals, affiliates and parent or other majority owners, as applicable, (vi) the management plan for the Mortgaged Property, (vii) the status of the proposed transferee, and, if the proposed transferee is a special purpose entity, of its principals, parent or other majority owners, as a "Qualified Real Estate Investor" as defined below, and (viii) such other information as Lender may request to permit it to determine the creditworthiness and management abilities of the proposed transferee and its principals, affiliates and parent or other majority owners, as applicable.
2. The payments due under the Loan Documents must be current in all respects and Borrower may not be in default hereunder or under any of the other Loan Documents, either as of the date of the notice given Lender under clause 1 above or thereafter through the date of transfer of title to the Mortgaged Property, nor may any event have occurred which would constitute an Event of Default under the Loan Documents.
 3. The proposed transferee, or if the proposed transferee is a special purpose entity, each of its principals, parent or other majority owners, as applicable, shall be a "Qualified Real Estate Investor" as defined below.
 4. The Mortgaged Property as of the date of transfer and thereafter must be managed by a management company approved by Lender (subject to Section 2.23 hereof) under a management agreement satisfactory to Lender.
 5. The proposed transferee of the Mortgaged Property shall assume the Loan under documents in form and substance satisfactory to Lender, subject to the non-recourse provisions of the Loan Documents existing as of the date

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of the closing of the sale of the Mortgaged Property. Additionally, at the time of the assumption of the Loan, the proposed transferee shall furnish to Lender an environmental indemnity in form and substance satisfactory to Lender (which form may be different from any form executed by Borrower or its principals as a result of Lender's updating its standard form of environmental indemnity or as a result of specific environmental conditions at the Mortgaged Property) and, if the proposed transferee is a special purpose entity, a non-recourse carveout guaranty in form and substance satisfactory to Lender, each from a financially responsible person or entity approved by the Lender. Borrower and the proposed transferee and such other entities or persons as Lender shall require shall also deliver and, if applicable, execute (i) evidence of authority and entity existence, (ii) Uniform Commercial Code searches, (iii) Uniform Commercial Code financing statements, (iv) an endorsement to Lender's title policy updating the effective date to the date of the transfer, showing the transferee as the owner of the Mortgaged Property, showing no additional title exceptions, except as shall be approved by Lender in its sole discretion and otherwise in form and substance acceptable to Lender, (v) opinions of counsel acceptable to Lender on such matters as Lender shall require, (vi) evidence of fire and extended coverage insurance and such other insurance, including, without limitation, terrorism insurance, as shall be required by the Loan Documents and Lender, and (vii) such other documents as Lender shall require in order to effectuate the transaction as contemplated by this Section 2.17. At the closing of any approved transfer, the proposed transferee shall deposit with Lender sufficient funds to pay when due all real estate taxes, assessments and municipal charges, and insurance premiums, and to pay any ground rents. In addition, the Lender may require the proposed transferee to establish with Lender at the time of closing of any approved transfer a reserve for future tenant improvements, leasing commissions and/or capital improvements. To the extent the Loan Documents require any other reserves or deposits the same shall be established by the proposed transferee prior to the date of closing of the proposed transfer. The foregoing requirement for deposits and reserves shall be required notwithstanding that any of the foregoing shall have been waived by Lender with respect to Borrower either in the Loan Documents or in any side letter or agreement executed by Lender.

6. At the closing of any approved transfer as provided herein, Borrower shall pay to Lender a fee in the amount of one percent (1%) of the then outstanding balance of the Loan in cash or certified funds ("Transfer Fee"). The Transfer Fee is being paid in order to induce Lender to allow the proposed transferee to assume the obligations of the Borrower under the Loan Documents and to release Borrower from liability thereunder for its obligations, acts and omissions from and after the date of transfer in accordance with these provisions, provided that, in no event shall the Borrower be released from any liability for acts or omissions prior to the

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date of transfer, including, without limitation, acts or omissions leading to environmental contamination, whether known or unknown.

7. The Cash Flow (as defined below) from the Mortgaged Property as determined by Lender, for the 12-month period ending on the last day of the month which is two months prior to the month of the anticipated date of such transfer of title shall be not less than 2.50 times the required payments of principal and interest on the Loan for the same 12-month period as determined by Lender in its sole discretion from financial statements for the Mortgaged Property in form and substance satisfactory to Lender. "Cash Flow" means any and all gross income from the Mortgaged Property, less (i) all actual normal and customary operating expenses of the Mortgaged Property, including payments for real estate taxes and insurance and (ii) a reserve for capital improvements of up to \$0.25 per net rentable square foot of the Mortgaged Property per year, but excluding interest payments on the Note, depreciation and other non-cash charges. All such income and expenses shall be adjusted by Lender in its sole determination using its underwriting practices.
8. The unpaid principal balance of the Loan shall be not more than fifty percent (50%) of the appraised value of the Mortgaged Property according to a current appraisal furnished to and satisfactory to Lender and prepared by an MAI appraiser acceptable to Lender.
9. The proposed transfer shall not cause a violation of any federal, state or local law, statute, rule, regulation or order governing the Mortgaged Property, Borrower or the proposed purchaser or any of its principals, parent, or other owners.
10. Borrower shall pay all of Lender's costs and expenses incurred in connection with the proposed transfer of the Mortgaged Property whether or not the transfer actually occurs including, without limitation, attorneys' fees and costs, recording charges, title charges and any endorsement to Lender's title policy that Lender's counsel may require.
11. The Lender will not review or process Borrower's request for approval of a proposed transfer of the Mortgaged Property until such time as Lender has received all of the items, including the Processing Fee, required to be delivered to Lender pursuant to this Section 2.17.

(c) Notwithstanding the foregoing provisions of Section 2.17(a), Lender's consent shall not be required and no fee shall be payable in connection with any transfers of direct or indirect interest in KBS Investors VII, L.P. ("KBS Investors") provided that after such transfer either Charles J. Schreiber III or Peter Bren (i) own, in the aggregate, directly or indirectly, at least a 51% interest (as measured by a percentage of capital and an allocation of profits) in KBS Investors and (ii) Control (as defined below) KBS Investors. As used herein, Control shall mean the power to direct the management and

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policies of KBS Investors, whether through the ownership of voting securities, by contract or otherwise. Borrower shall provide Lender with written notice within thirty (30) days after any such transfer of the nature of said transfer and the identity of the transferee and such notice shall include a certification from Borrower to Lender that the required ownership and control described above exists.

For purposes of this Section 2.17, "Qualified Real Estate Investor" shall mean any reputable entity which is domiciled in the U.S. with principals who are U.S. citizens and which is reasonably determined by Lender to have satisfied all of the following conditions: (1) the proposed transferee has the qualifications, experience and creditworthiness at least equal to that of Borrower on the date of closing of the Loan; (2) the proposed transferee has the financial strength at least equal to that of Borrower on the date of closing of the Loan, or the proposed transferee has (A) real estate assets with a market value of not less than \$500,000,000, (B) a net worth of not less than \$100,000,000, and (C) liquid assets of not less than \$25,000,000; and (3) neither the proposed transferee nor any principal, affiliate, parent or other majority owner of the proposed transferee, as of the date for the closing of the transfer of title to the Mortgaged Property or at any time prior thereto is or has been (A) in default on any indebtedness or loan from Lender or any affiliate of Lender, (B) involved as a debtor or as the principal of a debtor in any bankruptcy, reorganization or insolvency proceeding, (C) the subject of any criminal charges or proceedings, or (D) involved in litigation which is deemed significant by Lender. All of the foregoing conditions must be satisfied as of the date of the request for approval of transfer of title to the Mortgaged Property and on the date of the proposed closing of the transfer.

The foregoing one-time right of transfer set forth in this Section 2.17(b) above shall be personal to Borrower and shall not apply to any successor, assignee or transferee of Borrower.

(d) Subordinate liens (voluntary or involuntary) secured by any portion of the Mortgaged Property, or any beneficial interest in the Mortgaged Property, and any mezzanine or any other financing, whether secured or unsecured, by any ownership interest in Borrower or any upstream ownership interests in Borrower or in any owner of Borrower or in any upstream owner of Borrower, shall not be permitted.

Section 2.18 Estoppel Certificates. Within 10 Business Days of a request by Lender, Borrower shall furnish to Lender a duly acknowledged written statement confirming: (a) the original principal amount of the Note; (b) the unpaid principal amount of the Note; (c) the rate of interest of the Note; (d) the terms of payment and maturity date of the Note; (e) the date installments of interest and/or principal were last paid; (f) that, except as provided in detail in such statement, there are no offsets or defenses against the Indebtedness or defaults or events which with the passage of time or the giving of notice, or both, would constitute an Event of Default under the Note, this Mortgage or the other Loan Documents; and (g) such other information that Lender shall reasonably request. Borrower shall use commercially reasonable efforts to also furnish to Lender within 30 days of its request therefor tenant estoppel letters from such tenants of the Premises as Lender may require, but such requests as to any one tenant shall not be made more often than once in a calendar year period.

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Section 2.19 Assignment of Leases and Property Income.

(a) Borrower hereby absolutely, presently, unconditionally and irrevocably assigns, transfers and sets over to Lender all of the right, title and interest of Borrower in and to the Leases and the Property Income. Borrower shall not otherwise assign, transfer or encumber in any manner the Leases or the Property Income or any portion thereof. Borrower shall have a license, revocable by Lender, to collect and use the Property Income as the same becomes due and payable so long as no Event of Default has occurred, but may not collect any Property Income more than 30 days in advance of the date the same becomes due. The assignment in this Section 2.19 shall constitute an absolute, irrevocable and present assignment of the Leases and the Property Income, and not an additional assignment for security, and the existence or exercise of Borrower's revocable license to collect Property Income shall not operate to subordinate this assignment to any subsequent assignment. The exercise by Lender of any of its rights or remedies under this Section 2.19 shall not be deemed or construed to make Lender: (i) a mortgagee-in-possession; (ii) responsible for the payment of any taxes or assessments with respect to the Premises, (iii) liable to perform any obligation of the lessor under any Lease(s) or under applicable law, (iv) liable to any person for any dangerous or defective condition in the Premises or for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any Person, or (v) be liable in any manner for the remediation of any environmental impairment except that caused by the gross negligence or willful misconduct of Lender.

(b) Except as permitted by Section 2.19(d) and subject to the terms of Section 2.19(c), all Leases and amendments, modifications and renewals of existing Leases, shall be subject to the prior review and approval of Lender and its counsel, at Borrower's expense. Except as otherwise consented to by Lender, all Leases shall be written on the standard form of lease, which shall have been approved by Lender, with such changes as may be commercially reasonable from time to time. Borrower shall furnish Lender with executed copies of all Leases and renewals and amendments thereto within 30 days after execution thereof. With respect to each of the Lender's Approval Required Leases (as defined below), Borrower shall provide to Lender a redline/blackline version showing all changes to the standard form of lease from the proposed Lease. All proposed Leases and renewals of existing Leases shall be at rental rates and on terms comparable to existing local market rates and terms and shall be arms-length transactions with bona fide, independent third party tenants. All Leases shall provide that they are subordinate to this Mortgage and that the lessee agrees to attorn to Lender provided Lender agrees not to disturb lessee's possession of the leased premises so long as lessee is not in default under the Lease. Lender agrees that it will enter into a subordination, nondisturbance and attornment agreement ("SNDA"), at the request of Borrower, with any tenant who occupies 50,000 square feet or more of the Mortgaged Property so long as each such SNDA is substantially in the form of Lender's standard SNDA form, as same may be amended by Lender from time to time. All proposed Leases and renewals of existing Leases (other than Leases satisfying all of the terms and conditions set forth in Subsection 2.19(d)(i) through (iv)) shall be subject to the prior review and approval of Lender and its counsel, at Borrower's expense. For each of the Lender's Approval Required Leases and/or each amendment, modification, subletting or assignment thereof,

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such Lease and amendment, modification, subletting or assignment thereof, as the case may be, will be deemed approved if Lender does not object to such Lease and amendment, modification, subletting or assignment thereof, as the case may be, within 5 Business Days after Lender's receipt of (i) a copy of the redline/blackline version of such Lease showing changes to the standard form of lease, (ii) financial information on the proposed tenant received by Borrower, and (iii) other information that Lender may reasonably require to make an informed decision in regards to the Lease or Lease extension or renewal, and the proposed tenant. Notwithstanding anything contained herein to the contrary, except with the prior written consent of the Lender, no portion of the Mortgaged Property shall be leased, used or occupied for dry cleaning operations or the storage of any chemicals used in the dry cleaning process.

(c) Borrower shall perform all obligations as lessor under all Leases and shall enforce all of the terms, covenants and conditions contained in upon the part of the lessee thereunder to be performed or observed, short of termination thereof. Except with the prior consent of Lender, Borrower shall not (i) cancel, terminate or surrender any Lease or consent to any cancellation, termination or surrender thereof (unless (A) no default then exists under the Loan Documents, (B) such Lease satisfies all of the terms and conditions set forth in Section 2.19(d)(i) through (iv) below and (C) the cancellation, termination or surrender of such Lease (or any combination of Leases) shall not cause the Debt Service Coverage Ratio to be less than 1.50:1); (ii) amend, modify, sublet or assign any Lender's Approval Required Lease or consent to the amendment, modification, subletting or assignment thereof; (iii) amend or modify (or consent to the amendment or modification of) any Lease if such amendment or modification would cause such Lease to be a Lender's Approval Required Lease; (iv) subordinate any Lease to any mortgage, deed of trust or other security interest that is subordinate to this Mortgage; (v) enter into any new Lease (except as permitted in Section 2.19(d) below); (vi) waive any material default under or breach of any Lender's Approval Required Lease; (vii) consent to or accept any prepayment or discount of rent or advance rent under any Lease more than 30 days in advance; (viii) take any other action in connection with any Lease which may impair or jeopardize Lender's interest therein; or (ix) alter, modify or change the terms of any guaranty, letter of credit or other credit support with respect to any of the Lender's Approval Required Leases or cancel or terminate such guaranty, letter of credit or other credit support without the prior written consent of Lender.

(d) Notwithstanding Section 2.19(b), Lender's prior consent shall not be required for entering into any new Lease or any Lease extension or renewal, provided that such new Lease or Lease extension or renewal (i) covers fifty thousand (50,000) square feet of net rentable area or less, (ii) represents an arms-length transaction to a bona fide rent-paying tenant not affiliated with Borrower with market rents and a lease term not exceeding ten (10) years, (iii) otherwise is on a commercially reasonable basis; and (iv) is on a standard lease form previously approved by Lender, with such changes as may be commercially reasonable from time to time, with no options to expand the net rentable area under the Lease to a total amount greater than 50,000 square feet or to extend or renew the term of the Lease beyond a total term of 10 years (other options in connection with market terms customarily found in Leases of space in properties of the same type as the Mortgaged Property, however, are acceptable) or other material changes

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not customarily found in leases of space in properties of the same type and in the same region as the Mortgaged Property. Any Lease that fails to satisfy all of the requirements set forth in subsection (i) through (iv) above shall be referred to herein as a "Lender's Approval Required Lease". Borrower shall give Lender notice of any Lease or renewal thereof satisfying all of the requirements set forth in Subsection 2.19(d)(i) through (iv) above, together with a fully executed and complete copy of such Lease, not later than 30 days after the execution thereof.

(e) Intentionally deleted.

(f) In addition to the foregoing, Borrower shall comply with all terms and provisions of the Assignment.

(g) Upon Lender's request after an Event of Default which is continuing, Borrower shall deliver to Lender any or all of the tenant security deposits, including any letters of credit, under the Leases, together with: (i) any assignment of the proceeds of such security deposits; (ii) any assignment and transfer of such letters of credit or the proceeds thereof; and (iii) any tenants' consents to assignment of such security deposits and assignment and transfer of such letters of credit, as Lender shall reasonably request. All security deposits delivered to Lender shall be held without interest and may be commingled with Lender's other funds (unless the payment of interest thereon and a separate account therefor is required under applicable tenant leases or by law).

(h) Borrower hereby agrees that Lender may authorize and direct the tenants named in the Leases and all Lease guarantors to pay over to Lender or such other party as Lender may direct, all Property Income upon receipt from Lender of written notice to the effect that an Event of Default exists, and to continue to do so until the tenants and Lease guarantors are otherwise notified by Lender.

(i) Upon the occurrence of an Event of Default, Lender may, with or without exercising any other rights or remedies: (i) give or require Borrower to give notice to any or all tenants under the Leases authorizing and directing them to pay all Property Income under the Leases directly to Lender; and (ii) without regard to any waste, adequacy of the security or solvency of Borrower, apply for the appointment of a receiver of the Mortgaged Property to which appointment Borrower hereby consents, whether or not foreclosure proceedings have been commenced under this Mortgage and whether or not a foreclosure sale has occurred.

(j) Intentionally Deleted.

Section 2.20 Environmental Matters; Warranties; Notice; Indemnity.

(a) Borrower represents and warrants to Lender regarding the Premises and the Equipment as follows:

(i) Borrower has not installed, used, generated, manufactured, produced, stored, Released, discharged or disposed of in, on, under or about the Premises, or transported to or from any portion of the Premises, any Hazardous

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Substance or allowed any other Person to do so, except under conditions permitted by applicable Environmental Laws and except for cleaning supplies in reasonable quantities used in the operation of the Premises so long as the supplies are maintained, used, stored and disposed of in accordance with all applicable Environmental Laws;

(ii) there are no Hazardous Substances or underground storage tanks in, on, or under or about the Premises, except those that are both: (A) in compliance with Environmental Laws and with permits issued pursuant thereto; and (B) fully disclosed to Lender in writing pursuant to the written reports resulting from environmental assessments of the Mortgaged Property delivered to Lender (the "Environmental Report");

(iii) that to Borrower's actual knowledge, there are no past, present or threatened Releases of any Hazardous Substance in, on, under or about the Premises except as described in the Environmental Report;

(iv) that to Borrower's actual knowledge, there is no threat of any Release of Hazardous Substances migrating to the Premises except as described in the Environmental Report;

(v) that to Borrower's actual knowledge, there is no past or present non-compliance with Environmental Laws, or with permits issued pursuant thereto, in connection with the Premises or the Equipment except as described in the Environmental Report;

(vi) Borrower does not know of, and has not received, any written or oral notice or other communication from any Person (including, but not limited to, a governmental entity) relating to Hazardous Substances or Remediation thereof, of possible liability of any Person pursuant to any Environmental Law, other environmental conditions in connection with the Premises or Equipment, or any actual or potential administrative or judicial proceedings in connection with any of the foregoing; and

(vii) Borrower has truthfully and fully provided to Lender, in writing, any and all information relating to conditions in, on, under or about the Premises that is known by Borrower and that is contained in Borrower's files and records, including any reports relating to Hazardous Substances in, on, under or about the Premises and/or to the environmental condition of the Premises.

(b) Borrower shall not install, use, generate, manufacture, produce, store, Release, discharge or dispose of on, under or about the Premises, or transport to or from any portion of the Premises, any Hazardous Substance or allow any other Person to do so, except under conditions permitted by applicable Environmental Laws, except for cleaning supplies in reasonable quantities used in the operation of the Premises so long as the supplies are maintained, used, stored and disposed of in accordance with all applicable Environmental Laws. Additionally, except with the prior consent of Lender,

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no portion of the Premises shall be leased, used or occupied for dry cleaning operations or the storage of any chemicals used in the dry cleaning process.

(c) Borrower shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, applicable Environmental Laws.

(d) Borrower shall promptly provide notice to Lender of:

(i) any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration of any Hazardous Substance to or from adjoining property;

(ii) all claims made or threatened by any Person against Borrower, any other party occupying the Premises or any portion thereof, or the Premises, relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(iii) the discovery of any occurrence or condition on the Premises or on any real property adjoining or in the vicinity of the Premises, of which Borrower becomes aware, which might cause the Premises or any portion thereof to be in violation of any Environmental Law or subject to any restriction on ownership, occupancy, transferability or use under any Environmental Law (collectively, an "Environmental Violation").

(e) Lender may join and participate in, as a party if it so determines, any legal or administrative proceeding or action concerning the Premises or Equipment under any Environmental Law. Borrower agrees to bear and shall pay or reimburse Lender on demand for all Advances and expenses (including reasonable attorneys' fees, costs and expenses) relating to or incurred by Lender in connection with any such action or proceeding.

(f) Borrower shall indemnify, defend and hold Lender and Lender's directors, officers, employees and agents harmless from and against any and all claims, demands, liabilities, losses, damages, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees, costs and expenses) directly or indirectly arising out of or attributable to: (i) a breach of any warranty or representation contained in this Section 2.20, Section 2.21 or Section 2.22 or of any other provision thereof; (ii) an action against Borrower to enforce any of the provisions of this Section 2.20, Section 2.21 or Section 2.22; and (iii) the installation, use, generation, manufacture, production, storage, Release, threatened Release, or presence of a Hazardous Substance on, under, or about the Premises or any portion thereof including: (i) all direct and consequential damages; (ii) the costs of any required Remediation; and (iii) the costs of the preparation and implementation of any plans for Remediation, closure or other required plans. Except in the event of payment in full of the Loan by Borrower to Lender and where Lender never was in possession of the Mortgaged Property, this indemnity shall survive the

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satisfaction, release or extinguishment of the lien of this Mortgage including any extinguishment of such lien by foreclosure or deed in lieu thereof.

(g) Notwithstanding anything provided in Section 2.20(f) to the contrary, the indemnity provided for in Section 2.20(f) above shall not extend to Hazardous Substances present on the Premises or first released at or from the Premises (A) after payment in full of the Loan and the recording of a discharge of this Mortgage provided the Loan has been paid as required by the Loan Documents without acceleration and without a declared default; or (B) after foreclosure or deed in lieu of foreclosure and the recording of the deed to the Premises resulting from the foreclosure or deed in lieu of foreclosure to Lender or, in the case of a foreclosure, other third party successful bidder has taken possession, provided in the event of (A) or (B) above (x) such Hazardous Substances were placed or deposited on or released at or from the Premises by third parties unrelated in any way to Borrower or any person or entity affiliated with or having an interest in Borrower or a member or shareholder of Borrower, after the dates of such foreclosure and recording of the deed following foreclosure or deed in lieu of foreclosure and in each case after the taking of possession by Lender or other third party bidder at the foreclosure sale, and (y) such deposit was not caused by and does not result from the negligent or intentional action of Borrower or any person or entity having a direct or indirect interest in Borrower or affiliated with Borrower or member or shareholder of Borrower.

Section 2.21 Environmental Matters; Remediation.

(a) If any investigation, site monitoring, containment, cleanup, removal, restoration or other Remediation of any kind or nature is required, reasonably necessary or desirable under any applicable Environmental Law because of or in connection with the current or future presence, suspected presence, Release or suspected Release of a Hazardous Substance into the air, soil, ground water, surface water, or soil vapor on, under or about the Premises or any portion thereof, Borrower shall promptly commence and diligently prosecute to completion all such Remediation. In all events, such Remediation shall be commenced within 45 days after any demand therefor by Lender or such shorter period as may be required under any applicable Environmental Law.

(b) All Remediation shall be performed by contractors, and under the supervision of a consulting engineer, each approved in advance by Lender. All costs and expenses of such Remediation and of Lender's monitoring or review of such Remediation (including reasonable attorneys' fees, costs and expenses) shall be paid by Borrower. If Borrower does not timely commence and diligently prosecute to completion the Remediation, Lender may (but shall not be obligated to) cause such Remediation to be performed. Borrower agrees to bear and shall pay or reimburse Lender on demand for all Advances and expenses (including reasonable attorneys' fees, costs and expenses) relating to or incurred by Lender in connection with monitoring, reviewing or performing any Remediation.

(c) Except with Lender's prior consent, Borrower shall not commence any Remediation or enter into any settlement agreement, consent decree or other compromise

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relating to any Hazardous Substances or Environmental Laws which might, in Lender's reasonable judgment, impair the value of Lender's security hereunder. Lender's prior consent shall not be required, however, if the presence or threatened presence of Hazardous Substances on, under or about the Premises poses an immediate threat to the health, safety or welfare of any person or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain Lender's prior consent. In such event Borrower shall notify Lender as soon as practicable of any action taken.

Section 2.22 Environmental Matters; Inspection.

(a) Lender and its agents shall have the right to enter upon and inspect all or any portion of the Premises, and to conduct customary environmental tests, assessments, audits and soil borings. Except in an emergency, such entry shall be at reasonable times, with reasonable advance notice, and subject to the rights of tenants of the Premises. Lender may select a consulting engineer to conduct and prepare reports of such inspections, tests, assessments, audits and soil borings. The inspection rights granted to Lender in this Section 2.22 shall be in addition to, and not in limitation of, any other inspection rights granted to Lender in this Mortgage.

(b) Promptly upon the written request of Lender after an Event of Default which remains uncured, Borrower shall provide Lender, at Borrower's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to Lender, to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substance and the potential costs in connection with abatement, cleanup or removal of any Hazardous Substance found on, under, at, or within the Premises.

(c) Borrower agrees to bear and shall pay or reimburse Lender on demand for all Advances and expenses (including reasonable attorneys' fees, costs and expenses) relating to or incurred by Lender in connection with the inspections, tests, assessments, audits, soil borings and reports described in this Section 2.22 and to provide the environmental site assessment or environmental report described in Section 2.22(b) in the following situations:

(i) if Lender has reasonable grounds to believe, at the time any such inspection, test, assessment, audit, or soil boring is ordered or Environmental Report is requested, that there exists an Environmental Violation or that a Hazardous Substance is present on, under or about the Premises or is migrating to or from adjoining property, except under conditions permitted by applicable Environmental Laws and not prohibited by any Loan Document;

(ii) if any such inspection reveals an Environmental Violation or that a Hazardous Substance is present on, under or about the Premises or is migrating to or from adjoining property, except under conditions permitted by applicable Environmental Laws and not prohibited by any Loan Document;

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(iii) if Lender has reasonable grounds to believe that a change in the presence of Hazardous Substances on the Premises has occurred;

(iv) if Lender has reasonable grounds to believe that a change in the compliance of the Premises with any Environmental Law has occurred;

(v) if Lender is not reasonably satisfied with the results or quality of an environmental site assessment or an environmental audit report which has been prepared in connection with the Premises, with the exception of the environmental site assessment and environmental audit report required by Lender in conjunction with the making of the Loan; or

(vi) if an Event of Default exists at the time such inspection is ordered or at the time the request is made for an Environmental Report.

Section 2.23 Management. At all times prior to the payment in full of the Indebtedness, the Mortgaged Property shall be managed by a management company satisfactory to Lender, and pursuant to a management agreement reasonably satisfactory to Lender. As of the date hereof, Lender approves CB Richard Ellis as manager of the Mortgaged Property, reserving the right, however, to revoke such approval. If at any time CB Richard Ellis ceases to manage the Mortgaged Property, management by a national management company that (a) is approved of by Borrower and (b) manages not fewer than 750,000 square feet of office space in the Chicago metropolitan area shall be deemed satisfactory to Lender (any such management company being hereinafter referred to as an "Acceptable Manager"). With regard to any management company other than an Acceptable Manager, should the management company or the management agreement not be satisfactory to Lender, then the entire indebtedness, including any prepayment premium, shall be immediately due and payable at Lender's option. Any time the management company (other than an Acceptable Manager) is not satisfactory to Lender, Borrower shall have a reasonable opportunity, not exceeding ninety (90) days to obtain approval of a management company satisfactory to Lender prior to Lender accelerating the Indebtedness. Any leasing commissions and management agreement entered into by Borrower affecting the Mortgaged Property (other than brokerage commission agreements entered into directly with tenants' brokers with respect to specific Leases) shall be subordinated to this Mortgage.

Section 2.24 ERISA. As of the date hereof and throughout the term of this Mortgage: (i) Borrower is not and will not be an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA; (ii) the assets of Borrower do not and will not constitute "plan assets" of one or more such plans for purposes of Title I of ERISA; (iii) Borrower is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA; (iv) transactions by or with Borrower are not and will not be subject to state statutes applicable to Borrower regulating investments of fiduciaries with respect to governmental plans; and (v) Borrower shall not engage in any transaction which would cause any obligation, or action taken or to be taken, hereunder (or the exercise by Lender of any of its rights under the Note, this Mortgage or the other Loan Documents) to be a non-exempt (under a statutory or administrative class exemption) prohibited transaction under ERISA. Borrower further agrees to deliver to Lender such certifications or other evidence of compliance with the provisions of this Section 2.24 as Lender may from time to time request.

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Section 2.25 Terrorism and Anti-Money Laundering.

(a) As of the date hereof and throughout the term of this Mortgage: (i) Borrower; (ii) any Person controlling or controlled by Borrower; (iii) if Borrower is a privately held entity, any Person having a beneficial interest in Borrower; or (iv) any Person for whom Borrower is acting as agent or nominee in connection with this transaction, is not an OFAC Prohibited Person.

(b) To comply with applicable Anti-Money Laundering Laws, all payments by Borrower to Lender or from Lender to Borrower will only be made in Borrower's name and to and from a bank account of a bank based or incorporated in or formed under the laws of the United States or a bank that is not a "foreign shell bank" within the meaning of the U.S. Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended, and the regulations promulgated thereunder by the U.S. Department of the Treasury, as such regulations may be amended from time to time.

(c) Borrower agrees to provide Lender at any time and from time to time during the term of the Loan with such information as Lender determines to be necessary or appropriate to comply with the Anti-Money Laundering Laws of any applicable jurisdiction, or to respond to requests for information concerning the identity of Borrower, any Person controlling or controlled by Borrower or any Person having a beneficial interest in Borrower, from any governmental authority, self-regulatory organization or financial institution in connection with its Anti-Money Laundering Laws and compliance procedures, or to update such information.

(d) The representations and warranties set forth in this Section 2.25 shall be deemed repeated and reaffirmed by Borrower as of each date that Borrower makes a payment to Lender under the Note, this Mortgage and the other Loan Documents or receives any payment from Lender. Borrower agrees promptly to notify Lender in writing should Borrower become aware of any change in the information set forth in these representations.

Section 2.26 Special Purpose Entity Requirements.

(a) Borrower has not and shall not:

(i) engage in any business or activity other than the acquisition, ownership, operation and maintenance of the Mortgaged Property, and activities incidental thereto;

(ii) acquire or own any material asset other than the Mortgaged Property and such incidental personal property as may be necessary for the operation of the Mortgaged Property;

(iii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case obtaining the prior consent of Lender;

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(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior consent of Lender, amend, modify, terminate or fail to comply with the provisions of Borrower's formation documents;

(v) own any subsidiary or make any investment in or acquire the obligations or securities of any other Person without the prior consent of Lender;

(vi) commingle its assets with the assets of any of its shareholders, partners, members, Principals, affiliates, or any shareholder, partner, member, principal or affiliate thereof, or of any other Person or transfer any assets to any such Person other than distributions on account of equity interests in Borrower permitted hereunder and properly accounted for;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Indebtedness, except reasonable and customary trade payables and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Mortgaged Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due;

(viii) Intentionally Deleted,

(ix) fail to maintain its records, books of account and bank accounts separate and apart from those of its shareholders, partners, members, Principals and affiliates, or any shareholder, partner, member, principal or affiliate thereof, and any other Person or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Mortgaged Property is actually owned by Borrower;

(x) enter into any contract or agreement with any of its shareholders, partners, members, Principals or affiliates, any guarantor or indemnitor of all or a portion of the Loan or any shareholder, partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties;

(xi) fail to correct any known misunderstandings regarding the separate identity of Borrower;

(xii) share any common logo with or hold itself out as or be considered as a department or division of any of its shareholders, partners, members, Principals or affiliates, or any shareholder, partner, member, principal or affiliate

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thereof, or any other Person or allow any Person to identify Borrower as a department or division of that Person;

(xiii) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another Person or allow any Person to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of Borrower (except for a guarantor or indemnitor of the Loan);

(xiv) make any loans or advances to any third party, including any of its shareholders, partners, members, Principals or affiliates, or any shareholder, partner, member, principal or affiliate thereof;

(xv) Intentionally Deleted;

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not: (A) to mislead others as to the entity with which such other party is transacting business; or (B) to suggest that Borrower is responsible for the debts of any third party (including any of its shareholders, partners, members, Principals or affiliates, or any shareholder, partner, member, principal or affiliate thereof);

(xvii) fail to allocate fairly and reasonably among Borrower and any third party (including any guarantor or indemnitor of the Loan) any overhead for common employees, shared office space or other overhead and administrative expenses;

(xviii) allow any Person to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(xix) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xx) seek dissolution or winding up in whole, or in part;

(xxi) file a voluntary petition or otherwise initiate proceedings to have Borrower or any Principal adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against Borrower or any Principal, or file a petition seeking or consenting to reorganization or relief of Borrower or any Principal as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to Borrower or Principal; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of Borrower or any Principal or of all or any substantial part of the properties and assets of Borrower or any Principal, or make any general assignment for the benefit of creditors of Borrower or any Principal, or admit in

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writing the inability of Borrower or Principal to pay its debts generally as they become due or declare or effect a moratorium on Borrower or any Principal debt or take any action in furtherance of any such action; or

(xxii) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of Borrower or the creditors of any other Person.

(b) If Borrower is a limited partnership, then any general partner of Borrower must also be a special purpose entity and comply with the provisions of this Section 2.26. If Borrower is no longer the Borrower named on page one (1) of this Mortgage and such successor Borrower is a limited liability company, then any managing member of Borrower must also be a special purpose entity and comply with the provisions of this Section 2.26.

(c) Intentionally Deleted.

Section 2.27 Operating Agreements and Permitted Encumbrances.

(a) No Operating Agreement or Permitted Encumbrance shall be amended, modified, supplemented, restated or otherwise altered by Borrower, nor shall Borrower consent or otherwise acquiesce in any of the foregoing, if such amendment, modification, supplement or restatement materially affects the value of the Mortgaged Property, without in each instance the prior consent of Lender.

(b) No Operating Agreement or Permitted Encumbrance benefiting the Mortgaged Property shall be terminated by Borrower unless such terminated Operating Agreement or such Permitted Encumbrance is replaced with a similar agreement upon terms and conditions, and with such third parties, as are reasonably acceptable to Lender.

(c) Borrower will deliver to Lender, at the same time received or sent by Borrower, copies of all notices, demands or requests sent or otherwise made by Borrower or any other Person under or pursuant to any Operating Agreement or Permitted Encumbrance.

(d) The term of any Operating Agreement or Permitted Encumbrance shall not be extended or otherwise renewed by Borrower (unless pursuant to a right currently afforded Borrower thereunder) if such extension or renewal materially affects the value of the Mortgaged Property without in each instance Lender's prior written approval.

(e) Borrower agrees to observe, perform and discharge all material obligations, covenants and warranties required to be kept and performed by Borrower under the Operating Agreements and Permitted Encumbrances.

(f) Borrower shall use best efforts to enforce or secure the performance of each and every material obligation, term, covenant, condition and agreement to be performed by any other party to any of the Operating Agreements and Permitted Encumbrances.

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Section 2.28 Compliance with Laws. To Borrower's actual knowledge, the Mortgaged Property is in compliance with all provisions of all zoning, subdivision, land use, environmental, traffic, fire, building, and occupational safety and health rules, regulations, codes, acts and statutes to which it is subject.

ARTICLE III

SECURITY AGREEMENT

Section 3.01 Warranties, Representations and Covenants of Borrower. Borrower covenants, warrants, represents and agrees with and to Lender as follows:

(a) This Mortgage constitutes a security agreement under the Code and serves as a fixture filing in accordance with the Code. This Mortgage creates, and Borrower hereby grants to Lender, a security interest in favor of Lender as secured party under the Code with respect to all property (specifically including the Collateral) included in the Mortgaged Property which is covered by the Code. The mention of any portion of the Mortgaged Property in a financing statement filed in the records normally pertaining to personal property shall not derogate from or impair in any manner the intention of Borrower and Lender hereby declared that all items of the Collateral are part of the real property encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the Improvements or whether serial numbers are used for the better identification of certain items. Specifically, the mention in any such financing statement of: (i) the rights in or to the Proceeds of any policy of insurance; (ii) any condemnation Proceeds; (iii) Borrower's interest in any Leases or Property Income; or (iv) any other item included in the Mortgaged Property, shall not be construed to alter, impair or impugn any rights of Lender as determined by this Mortgage or the priority of Lender's lien upon and security interest in the Mortgaged Property. Any such mention shall be for the protection of Lender in the event that notice of Lender's priority of interest as to any portion of the Mortgaged Property is required to be filed in accordance with the Code to be effective against or take priority over the interest of any particular class of Persons, including the federal government or any subdivision or instrumentality thereof.

(b) Except for the security interest granted by this Mortgage, Borrower is and, as to portions of the Collateral to be acquired after the date hereof, will be the sole owner of the Collateral, free from any lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever except Permitted Encumbrances. Borrower shall notify Lender of, and shall defend the Collateral against, all claims and demands of all Persons at any time claiming the same or any interest therein.

(c) Except as otherwise provided in this Mortgage, Borrower shall not lease, sell, convey or in any manner transfer the Collateral without the prior consent of Lender.

(d) The Collateral is not used or bought for personal, family or household purposes.

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(e) The Collateral shall be kept on or at the Premises, and Borrower shall not remove the Collateral from the Premises without the prior consent of Lender, except such portions or items of the Collateral as are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Borrower with items of equal or greater value.

(f) Intentionally Deleted.

(g) Borrower shall not change its place of formation or its entity name without providing Lender with 60 days prior notice. In the event of any change in name, identity or structure of Borrower, Borrower shall notify Lender thereof and promptly after request shall execute, file and record such Code forms as are necessary to maintain the priority of Lender's lien upon and security interest in the Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If Lender shall require the filing or recording of additional Code forms or continuation statements, Borrower shall, promptly after request, execute, file and record such Code forms or continuation statements as Lender shall deem necessary (subject to Lender's right to sign such statements on behalf of Borrower as provided in Section 3.01(h)), and shall pay all expenses and fees in connection with the filing and recording thereof. If Lender shall initially pay such expenses, Borrower shall promptly reimburse Lender for the expenses.

(h) Borrower hereby irrevocably appoints Lender as its attorney-in-fact, coupled with an interest, to execute in the name of and on behalf of Borrower any and all financing statements and continuations thereof and to file with the appropriate public office on its behalf and at its expense any financing or other statements signed only by Lender, as secured party, in connection with the Collateral covered by this Mortgage.

(i) Borrower represents that its exact legal name is as set forth on the Cover Sheet of this Mortgage.

(j) Borrower's Federal Tax Identification Number is 20-3147546 and Borrower's Organizational Number is 3999208.

(k) Borrower shall not file any termination statements concerning the Mortgaged Property without Lender's prior consent unless the indebtedness has been repaid and this Mortgage has been released.

(l) Where Collateral is in possession of a third party, Borrower will join with Lender in notifying the third party of Lender's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

(m) Borrower will cooperate with Lender in obtaining control with respect to Collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper.

Section 3.02 Financing Statements. A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS MORTGAGE OR ANY FINANCING STATEMENT RELATING TO THIS MORTGAGE SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

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Section 3.03 Addresses. The state of organization, organizational ID number and mailing address of Borrower and the address of Lender from which information concerning the security interest granted hereby may be obtained are set forth on the Cover Sheet of this Mortgage. Borrower maintains its sole place of business or its chief executive office at the address shown on said Cover Sheet, and Borrower shall immediately notify Lender in writing of any change in said place of business or chief executive office.

Section 3.04 Fixture Filing. This Mortgage shall constitute a fixture filing under the Code as to any goods and other personal property included in the Mortgaged Property in which Borrower has granted to Lender a security interest as provided in this Article III which are or may become fixtures under applicable law. This fixture filing is to be recorded in the Cook County, Illinois Recorder's Office.

ARTICLE IV

DEFAULT AND REMEDIES

Section 4.01 Events of Default. Each of the following shall constitute an Event of Default under the Note, this Mortgage and the other Loan Documents:

- (a) Failure to pay any principal, interest, deposit or other amount due under the Note, this Mortgage or any other Loan Document within 10 days after the date such amount is due.
- (b) Except as provided in Section 4.01(a) and Sections 4.01(c) to 4.01(w), inclusive, failure to perform or comply with any term, obligation, covenant or condition contained in the Note, this Mortgage or any other Loan Documents, within 30 days after the delivery of written notice from Lender of such failure; provided that if such default is not reasonably capable of being cured (without taking into account financial capability) within such 30 day period, such failure shall not constitute an Event of Default so long as Borrower commences the cure of such default within such 30 day period, diligently prosecutes such cure to completion and completes the cure within 120 days after delivery of such written notice from Lender.
- (c) The occurrence of an Event of Default, or default after passage of any applicable grace or cure period, under any of the other Loan Documents.
- (d) The occurrence of an Event of Default, or default after passage of any applicable grace or cure period, under any guaranty, indemnity or other instrument delivered to Lender in connection with the Loan.
- (e) If any representation, warranty, certification or other statement made herein, in any other Loan Document, in any application for the Loan or in any statement or certificate at any time given to Lender in connection with the Loan shall prove to be untrue or misleading in any material respect.

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- (f) If Lender fails to have a legal, valid, binding and enforceable first priority lien on the Mortgaged Property or any portion thereof or on any material portion of the personal property or other Collateral.
- (g) Failure to permit Lender or its agents to enter to the Mortgaged Property or to access Borrower's books and records in accordance with the terms of this Mortgage and the other Loan Documents.
- (h) Failure to pay any Imposition as and when due (subject to Borrower's right to contest under Section 2.06 hereof), or to maintain insurance or apply insurance proceeds as required by this Mortgage.
- (i) Except as permitted in this Mortgage, adjusting, compromising, settling or entering into any agreement with respect to insurance settlements and condemnation proceedings, without the prior consent of Lender.
- (j) Damage to any of the Mortgaged Property in any manner which is not covered by insurance or funds of Borrower as a result of Borrower's failure to maintain insurance required in accordance with this Mortgage.
- (k) Except as permitted in this Mortgage: (i) a change in the use of the Premises or causing or permitting the use or occupancy of any part of the Premises to be discontinued if such change of use or discontinuance would violate any zoning or other law, ordinance or regulation; (ii) consent to any zoning reclassification, modification or restriction affecting the Premises; (iii) taking any steps whatsoever to convert the Mortgaged Property, or any portion thereof, to a condominium or cooperative form of ownership; or (iv) the actual or threatened alteration, demolition or removal of any of the Improvements, without the prior consent of Lender.
- (l) Failure to deliver copies of any notices from governmental or regulatory authorities in accordance with the terms of this Mortgage and the other Loan Documents.
- (m) Failure to deliver financial statements required by Section 2.16 within 30 days after the delivery of written notice from Lender or the estoppel certificates required by Section 2.18 within 10 days after the delivery of written notice from Lender.
- (n) Violation of any of the terms, obligations, covenants or conditions set forth in Section 2.17, Section 2.19, or Section 2.27.
- (o) If a default or event of default shall occur under any permitted mortgage, encumbrance, lien or security agreement encumbering all or any portion of the Mortgaged Property which is subordinate or superior to the lien of this Mortgage or if any party under any such instrument shall commence a foreclosure or other collection or enforcement action in connection therewith.
- (p) Failure to obtain a management company, management agreement and/or leasing commissions agreement satisfactory to Lender within the 90-day period set forth in Section 2.23.

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(q) Failure of Borrower, any Principal or any guarantor or indemnitor of the Loan to preserve and keep in full force and effect its existence, franchises, licenses, authorizations, registrations, permits and approvals required under the laws of the state of its formation and the State and any franchises, licenses, authorizations, registrations, permits and approvals required or necessary to operate its business.

(r) If Borrower, any Principal or any guarantor or indemnitor of the Loan consents to the filing of, or commences or consents to the commencement of, any Bankruptcy Proceeding with respect to Borrower or such Principal, guarantor or indemnitor.

(s) If any Bankruptcy Proceeding shall have been filed against Borrower, any Principal or any guarantor or indemnitor of the Loan and the same is not withdrawn, dismissed, canceled or terminated within 90 days of such filing.

(t) If Borrower, any Principal or any guarantor or indemnitor of the Loan is adjudicated bankrupt or insolvent or a petition for reorganization of Borrower or any such Principal, guarantor or indemnitor is granted.

(u) If a receiver, liquidator or trustee of Borrower, any Principal or any guarantor or indemnitor of the Loan or of any of the properties of Borrower or any such Principal, guarantor or indemnitor shall be appointed.

(v) If Borrower, any Principal or any guarantor or indemnitor of the Loan shall make an assignment for the benefit of its creditors or shall admit in writing the inability to pay its debts generally as they become due.

(w) Except as otherwise permitted herein, if Borrower, any Principal or any guarantor or indemnitor of the Loan shall die or shall institute or cause to be instituted any proceeding for the termination or dissolution of Borrower or any such Principal, guarantor or indemnitor.

Section 4.02 Remedies. Upon the occurrence of any Event of Default, Lender may take such actions against Borrower and/or the Mortgaged Property or any portion thereof as it deems advisable to protect and enforce its rights against Borrower and in and to the Mortgaged Property, without notice or demand except as set forth herein. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Such actions may include the following:

(a) Lender may declare the entire principal balance under the Note then unpaid, together with all accrued and unpaid interest thereon, prepayment fees thereunder, and all other unpaid Indebtedness, to be immediately due and payable.

(b) Lender may enter into or upon the Mortgaged Property, personally or by its agents, nominees or attorneys, and may dispossess Borrower and its agents and

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servants therefrom, and thereupon Lender at its sole discretion may: (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every portion of the Mortgaged Property and conduct business thereon, in any case either in the name of Lender or in such other name as Lender shall deem best; (ii) complete any construction on the Mortgaged Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (iv) exercise all rights and powers of Borrower with respect to the Mortgaged Property, whether in the name of Borrower or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Property Income; and (v) apply the receipts of Property Income to the payment of the Indebtedness (including any prepayment fee payable under the Note) in such order as Lender shall determine in its sole discretion, after deducting therefrom all expenses (including reasonable attorneys' fees, costs and expenses) incurred in connection with the aforesaid operations and all amounts necessary to pay the Impositions, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Lender, its agents, nominees and attorneys.

(c) With or without entry, personally or by its agents, nominees or attorneys, Lender may sell all or any portion of the Mortgaged Property and all or any portion of Borrower's estate, right, title, interest, claim and demand therein and right of redemption thereof at one or more private or public sales in the manner and to the extent permitted by law, as an entirety or in parcels or portions, and Lender shall have any statutory power of sale as may be provided by law in the State.

(d) Lender may institute proceedings for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or upon credit, as an entirety or in parcels or portions.

(e) Lender may institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due.

(f) Lender may institute an action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement contained in the Note, this Mortgage or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(g) Lender shall have the rights and may take such actions as are set forth, described or referred to in any rider entitled "Rider Applicable State Law Provisions" attached hereto and made a part hereof, or as are permitted by the laws of the State.

(h) Except as otherwise provided for in this Mortgage and the other Loan Documents, Lender may recover judgment on the Note, either before, during or after any proceedings for the foreclosure or enforcement of this Mortgage.

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(i) Lender may secure the appointment of a receiver, trustee, liquidator or similar official of the Mortgaged Property or any portion thereof, and Borrower hereby consents and agrees to such appointment, without notice to Borrower and without regard to the adequacy of the security for the Indebtedness and without regard to the solvency of Borrower or any other Person liable for the payment of the Indebtedness, and such receiver or other official shall have all rights and powers permitted by applicable law and such other rights and powers as the court making such appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of Lender to receive the Property Income pursuant to this Mortgage or the Assignment.

(j) Lender may exercise any or all of the remedies available to a secured party under the Code.

(k) Lender may pursue any other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents.

(l) Lender may apply any funds then on deposit with Lender for payment of Impositions, ground rent or insurance premiums in the manner provided for in Section 2.07.

(m) Lender in its sole discretion may surrender any insurance policies and collect the unearned premiums and apply such sums against the Indebtedness.

(n) To the extent permitted by law, exercise any power of sale.

Section 4.03 General Provisions Regarding Remedies.

(a) Proceeds of Sale. The proceeds of any sale of the Mortgaged Property received by Lender, or part thereof, shall be distributed and applied to the amounts set forth in Section 6 of the Note in such order and priority as Lender deems appropriate in its sole discretion.

(b) Effect of Judgment. No recovery of any judgment by Lender and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Borrower shall affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any portion thereof, or any rights, powers or remedies of Lender hereunder. Such lien, rights, powers and remedies of Lender shall continue unimpaired as before.

(c) Continuing Power of Sale. The power of sale conferred upon Lender in this Mortgage shall not be exhausted by any one or more sales as to any portion of the Mortgaged Property remaining unsold, but shall continue unimpaired until all of the Mortgaged Property is sold or all of the Indebtedness is paid.

(d) Right to Purchase. At any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Mortgage, Lender shall have the right to purchase the Mortgaged Property being sold, and in such case shall have the right to

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credit against the amount of the bid made therefor (to the extent necessary) all or any portion of the Indebtedness then due.

(e) Right to Terminate Proceedings. Lender may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in Section 4.02 at any time before the conclusion thereof, as determined in Lender's sole discretion and without prejudice to Lender.

(f) No Waiver or Release. Lender may resort to any remedies and the security given by the Loan Documents, in whole or in part, and in such portions and in such order as determined in Lender's sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by the Loan Documents. The failure of Lender to exercise any right, remedy or option provided in the Loan Documents to the fullest extent not prohibited by applicable laws shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by the Loan Documents. To the fullest extent not prohibited by applicable laws, no acceptance by Lender of any payment after the occurrence of an Event of Default and no payment by Lender of any Advance or obligation for which Borrower is liable hereunder shall be deemed to waive or cure such Event of Default or Borrower's liability to pay such obligation. To the fullest extent not prohibited by applicable laws, no sale of all or any portion of the Mortgaged Property, no forbearance on the part of Lender, and no extension of time for the payment of the whole or any portion of the Indebtedness or any other indulgence given by Lender to Borrower or any other Person, shall operate to release or in any manner affect Lender's interest in the Mortgaged Property or the liability of Borrower to pay the Indebtedness, except to the extent that such liability shall be reduced by Proceeds of the sale of all or any portion of the Mortgaged Property received by Lender. No waiver by Lender shall be effective unless it is in writing and then only to the extent specifically stated.

(g) No Impairment; No Release. The interests and rights of Lender under the Loan Documents shall not be impaired by any indulgence, including: (i) any renewal, extension or modification which Lender may grant with respect to any of the Indebtedness; (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Lender may grant with respect to the Mortgaged Property or any portion thereof; or (iii) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Indebtedness. To the fullest extent not prohibited by applicable laws, if the Mortgaged Property is sold and Lender enters into any agreement with the then owner of the Mortgaged Property extending the time of payment of the Indebtedness, or otherwise modifying the terms hereof or of any other Loan Document, Borrower shall continue to be liable to pay the Indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by Lender.

(h) Waivers and Agreements Regarding Remedies. To the fullest extent that Borrower may legally do so, Borrower:

(i) agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any laws now or hereafter in force providing

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for any appraisal or appraisement, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal or appraisement, stay of execution, extension and notice of election to accelerate or declare due the whole of the Indebtedness;

(ii) waives all rights to a marshalling of the assets of Borrower, Borrower's partners, if any, and others with interests in Borrower, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the interests hereby created, and agrees not to assert any right under any laws pertaining to the marshalling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Lender under the Loan Documents to a sale of the Mortgaged Property for the collection of the Indebtedness without any prior or different resort for collection, or the right of Lender to the payment of the Indebtedness out of the Proceeds of sale of the Mortgaged Property in preference to every other claimant whatsoever;

(iii) waives any right to bring or utilize any defense, counterclaim or setoff, other than one in good faith, which denies the existence or sufficiency of the facts upon which the foreclosure action is grounded or which is based on Lender's wrongful actions. If any defense, counterclaim or setoff (other than one permitted by the preceding sentence) is raised by Borrower in such foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a claim which could be tried in an action for money damages, the foregoing waiver shall not bar a separate action for such damage (unless such claim is required by law or applicable rules of procedure to be pleaded in or consolidated with the action initiated by Lender), but such separate action shall not thereafter be consolidated with Lender's foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying any such foreclosure action;

(iv) waives and relinquishes any and all rights and remedies which Borrower may have or be able to assert by reason of the provisions of any laws pertaining to the rights and remedies of sureties;

(v) waives the defense of laches and any applicable statutes of limitation; and

(vi) waives any right to have any trial, action or proceeding tried by a jury.

(i) Lender's Discretion. To the fullest extent not prohibited by applicable laws, Lender may exercise its rights, options and remedies and may make all decisions, judgments and determinations under this Mortgage and the other Loan Documents in its sole unfettered discretion.

(j) Recitals of Facts. Intentionally Deleted.

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(k) Lender's Right to Waive, Consent or Release. Lender may at any time, in writing: (i) waive compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; (ii) consent to Borrower's doing any act which Borrower is prohibited hereunder from doing, or consent to Borrower's failing to do any act which Borrower is required hereunder to do, to the extent and in the manner specified in such writing; or (iii) release any portion of the Mortgaged Property, or any interest therein, from this Mortgage and the lien of the other Loan Documents. No such act shall in any way impair the rights of Lender hereunder except to the extent specified by Lender in such writing.

(l) Possession of the Mortgaged Property. Upon the occurrence of any Event of Default hereunder and demand by Lender at its option, Borrower shall immediately surrender or cause the surrender of possession of the Premises to Lender. If Borrower or any other occupant is permitted to remain in possession, such possession shall be as tenant of Lender and such occupant: (i) shall on demand pay to Lender monthly, in advance, reasonable use and occupancy charges for the space so occupied; and (ii) in default thereof, may be dispossessed by the usual summary proceedings. Upon the occurrence of any Event of Default and demand by Lender, Borrower shall assemble the Collateral and make it available at any place Lender may designate to allow Lender to take possession and/or dispose of the Collateral. The covenants herein contained may be enforced by a receiver of the Mortgaged Property or any portion thereof. Nothing in this Section 4.03(l) shall be deemed a waiver of the provisions of this Mortgage prohibiting the sale or other disposition of the Mortgaged Property without the prior consent of Lender.

(m) Limitations on Liability. Subject to the provisions of Section 10 of the Note, in any action or proceedings brought on the Note, this Mortgage or any other Loan Documents in which a money judgment is sought, Lender will look solely to the Mortgaged Property and other property described in the Loan Documents (including the Property Income and any other rents and profits from such property) for payment of the Indebtedness and, specifically and without limitation, Lender agrees to waive any right to seek or obtain a deficiency judgment against Borrower.

(n) Subrogation. If all or any portion of the proceeds of the Note or any Advance shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any portion thereof, then Lender shall be subrogated to, and shall have the benefit of the priority of, such other lien or encumbrance and any additional security held by the holder thereof.

ARTICLE V

MISCELLANEOUS

Section 5.01 Notices.

(a) All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be

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effective for all purposes if hand delivered or sent by: (i) certified or registered United States mail, postage prepaid; (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery; or (iii) facsimile provided a confirming copy is sent the same day in the manner set forth in (ii) above, addressed in either case as follows:

If to Lender, at the following address:

Massachusetts Mutual Life Insurance Company
c/o Babson Capital Management, LLC
1500 Main Street, Suite 2100
Springfield, Massachusetts 01115
Attention: Managing Director, Real Estate
Finance Group
Facsimile: 413-226-2498

With a copy to:

Massachusetts Mutual Life Insurance Company
c/o Babson Capital Management, LLC
1500 Main Street, Suite 2800
Springfield, Massachusetts 01115
Attention: Vice President, Real Estate Law
Facsimile: 413-226-1079

If to Borrower, at the following address:

SMIII 150/200 Martingale Road, LLC
c/o KBS Realty Advisors
4343 Von Karman Avenue
Newport Beach, California 92660
Attention: Lori Lewis
Facsimile: 949-250-6055

With copies to:

SMIII 150/200 Martingale Road, LLC
c/o KBS Realty Advisors
4343 Von Karman Avenue
Newport Beach, California 92660
Attention: David Meltz
Facsimile: 949-476-1215

and

Morgan, Lewis & Bockius
5 Park Plaza, Suite 1750
Irvine, California 92614
Attention: L. Bruce Fischer
Facsimile: 949-399-7001

or to such other address and person as shall be designated from time to time by Lender or Borrower, as the case may be, in a written notice to the other party in the manner provided for in this Section 5.01. A notice shall be deemed to have been given: in the case of hand delivery or by facsimile, at the time of delivery; in the case of registered or certified mail, three Business

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Days after deposit in the United States mail; or in the case of expedited prepaid delivery, upon the first attempted delivery on a Business Day. A party receiving a notice which does not comply with the technical requirements for notice under this Section 5.01 may elect to waive any deficiencies and treat the notice as having been properly given.

(b) Intentionally Deleted.

(c) Borrower shall notify Lender promptly of the occurrence of any of the following: (i) receipt of notice from any governmental authority relating to the Mortgaged Property; (ii) any material change in the occupancy of the Mortgaged Property; (iii) receipt of any notice from the holder of any other lien or security interest in the Mortgaged Property; or (iv) commencement of any judicial or administrative proceedings by, against or otherwise affecting Borrower or any guarantor, the Mortgaged Property, or any Person controlling, controlled by or under common control with Borrower or any guarantor, or any other action by any creditor thereof as a result of any default under the terms of any loan.

Section 5.02 Binding Obligations; Joint and Several. The provisions and covenants of this Mortgage shall run with the land, shall be binding upon Borrower, its successors and assigns, and shall inure to the benefit of Lender, its respective successors and assigns. If there is more than one Borrower, all their obligations and undertakings hereunder are and shall be joint and several.

Section 5.03 Captions. The captions of the sections and subsections of this Mortgage are for convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 5.04 Further Assurances. Borrower shall do, execute, acknowledge and deliver, at its sole cost and expense, such further acts, instruments or documentation, including additional title insurance policies or endorsements, as Lender may reasonably require from time to time to better assure, transfer and confirm unto Lender the rights now or hereafter intended to be granted to Lender under this Mortgage or any other Loan Document.

Section 5.05 Severability. To the fullest extent not prohibited by applicable laws, if any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 5.06 Borrower's Obligations Absolute. To the fullest extent not prohibited by applicable laws, all sums payable by Borrower hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Borrower hereunder shall in no way be released, discharged, or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any portion thereof; (b) any restriction or prevention of or interference with any use of the Mortgaged Property or any portion thereof; (c) any title defect or

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encumbrance or any eviction from the Premises or any portion thereof by title paramount or otherwise; (d) any Bankruptcy Proceeding relating to Borrower, any general partner of Borrower, or any guarantor or indemnitor, or any action taken with respect to this Mortgage or any other Loan Document by any trustee or receiver of Borrower or any such general partner, guarantor or indemnitor, or by any court, in any such proceeding; (e) any claim which Borrower has or might have against Lender; (f) any default or failure on the part of Lender to perform or comply with any of the terms hereof or of any other agreement with Borrower; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not Borrower shall have notice or knowledge of any of the foregoing. To the fullest extent not prohibited by applicable laws, except as expressly provided herein, Borrower waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Borrower.

Section 5.07 Amendments; Consents. This Mortgage cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the party against which enforcement is sought. No consent or approval required hereunder or under any other Loan Document shall be binding unless in writing and signed by the party sought to be bound.

Section 5.08 Other Loan Documents and Exhibits. All of the agreements, conditions, covenants, provisions and stipulations contained in the Note and the other Loan Documents, and each of them, which are to be kept and performed by Borrower are hereby made a part of this Mortgage to the same extent and with the same force and effect as if they were fully set forth in this Mortgage, and Borrower shall keep and perform the same, or cause them to be kept and performed, strictly in accordance with their respective terms. The Cover Sheet and each exhibit, schedule and rider attached to this Mortgage are integral parts of this Mortgage and are incorporated herein by this reference. In the event of any conflict between the provisions of any such exhibit, schedule or rider and the remainder of this Mortgage, the provisions of such exhibit, schedule or rider shall prevail.

Section 5.09 Legal Construction.

(a) The enforcement of this Mortgage shall be governed by, and construed and interpreted in accordance with, the laws of the State.

(b) All terms contained herein shall be construed, whenever the context of this Mortgage so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(c) The terms "include" and "including" as used in this Mortgage shall be construed as if followed by the phrase "without limitation". The words "hereof," "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage, and Article, Section and Exhibit references contained in this Mortgage are references to Articles, Sections and Exhibits in or to this Mortgage unless otherwise specified.

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(d) Any provision of this Mortgage or in the other Loan Documents permitting the recovery of "attorneys' fees", "attorneys' fees and expenses", "attorneys' fees and costs" or "attorneys' fees, costs and expenses" or any similar term shall be deemed: (i) to include such attorneys' fees, costs and expenses; (ii) to include such fees, costs and costs incurred in all probate, appellate and bankruptcy proceedings, as well as any post-judgment proceedings to collect or enforce any judgment or order relating to the Indebtedness or any of the Loan Documents; and (iii) shall be deemed to be separate and several, and shall survive merger into judgment.

Section 5.10 Merger. So long as any Indebtedness shall remain unpaid, fee title to and any other estate in the Mortgaged Property shall not merge, but shall be kept separate and distinct, notwithstanding the union of such estates in any Person.

Section 5.11 Time of the Essence. Time shall be of the essence in the performance of all obligations of Borrower under this Mortgage.

Section 5.12 Satisfaction. If all of the Indebtedness is paid in full in accordance with the Note, this Mortgage and the other Loan Documents and all of the covenants, warranties, conditions, undertakings and agreements made in the Note, this Mortgage and the other Loan Documents are fully kept and performed, then in that event only all rights of Lender under this Mortgage and the other Loan Documents shall terminate and the Mortgaged Property shall become wholly clear of the liens, grants, security interests, conveyances and assignments evidenced hereby and thereby, and Lender shall release or cause to be released such liens, grants, assignments, conveyances and security interests in due form at Borrower's cost (to the extent permitted by the law of the State), and this Mortgage shall be void; provided, however, that no provision of this Mortgage or any other Loan Document which, by its own terms, is intended to survive such payment, performance, and release (nor the rights of Lender under any such provision) shall be affected in any manner thereby and such provision shall, in fact, survive. Recitals of any matters or facts in any release instrument executed by Lender under this Section 5.12 shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, such an instrument may describe the grantee or releasee as "the person or persons legally entitled thereto" and Lender shall not have any duty to determine the rights of persons claiming to be rightful grantees or releases of any of the Mortgaged Property. When this Mortgage has been fully released or discharged by Lender, the release or discharge hereof shall operate as a release and discharge of the Assignment and as a reassignment of all future Leases and Property Income with respect to the Mortgaged Property to the person or persons legally entitled thereto, unless such release expressly provides to the contrary.

Section 5.13 Business Purpose of Loan. Borrower stipulates and warrants that the purpose of the Loan is for the sole purpose of carrying on or acquiring a business, professional or commercial enterprise. Borrower further stipulates and warrants that all proceeds will be used for said business, professional or commercial enterprise.

Section 5.14 Transfer of Loan. Lender may, at any time, sell, transfer or assign the Note, this Mortgage and the other Loan Documents or any portion thereof, and any or all servicing rights with respect thereto (collectively, a "Transfer"), or grant participations therein (a "Participation") or issue mortgage pass-through certificates or other securities (the "Securities")

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evidencing a beneficial interest in a rated or unrated public offering or private placement (a "Securitization"). In the case of a Transfer, the transferee shall have, to the extent of such Transfer, the rights, benefits and obligations of "Lender" hereunder and the other Loan Documents. Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor in such Transfer, Participation or Securitization or any Rating Agency (as hereinafter defined) rating such Securitization (collectively, the "Investor") and each prospective Investor or any agency maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Lender now has or may hereafter acquire relating to the Loan, the Mortgaged Property, Borrower, any principal of Borrower, and any guarantor and indemnitor of the Loan, whether furnished by Borrower, any guarantor, indemnitor or otherwise, as Lender determines necessary or desirable. Borrower irrevocably waives any and all rights it may have under applicable state or federal law to prohibit disclosure, including any right of privacy. Further Borrower acknowledges that such information may be transmitted via the internet or by email. Lender will notify Borrower in writing of any Transfer of the Loan that results in Lender or its affiliates not retaining any ownership or servicing interest in the Loan. The term "Rating Agency" shall mean each statistical rating agency that has assigned a rating to the Securities.

Section 5.15 Cooperation. Borrower, any principal of Borrower, and any guarantor and indemnitor of the Loan shall cooperate with Lender in connection with servicing the Loan and any Transfer, Participation, Securitization or any other financing created or obtained in connection with the loan, including:

(a) Estoppel Certificates. After request by Lender, Borrower, within 10 Business Days, shall furnish Lender or any proposed assignee with an estoppel certificate containing the information set forth in Section 2.18 and such other information that Lender shall reasonably request, duly acknowledged and certified.

(b) Bifurcation of Note. The Note and this Mortgage shall, at any time until the same shall be fully paid and satisfied, at the sole election of Lender, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Mortgaged Property to be more particularly described therein. To that end, Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by any guarantor or indemnitor of the Loan or the then owner of the Mortgaged Property, to Lender and/or its designee or designees substitute notes and security instruments in a form acceptable to Borrower and in such principal amounts, aggregating not more than the then unpaid principal amount of Indebtedness, and containing terms, provisions and clauses similar to those contained herein and in the Note, and such other documents and instruments as may be required by Lender, which have no material adverse effect on Borrower. Borrower shall not be required to incur any out of pocket costs in connection with any such bifurcation.

(c) Transfer of Funds. In the event of a Securitization, all funds held by Lender in connection with the Loan may be deposited in eligible accounts at eligible institutions as then defined and required by any nationally recognized Rating Agency. Borrower may be required to execute additional documents in connection with any such

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Transfer, Participation, Securitization or financing, including a new note or notes, which have no material adverse effect on Borrower. Borrower shall not be required to incur any out of pocket costs in connection with any such cooperation.

(d) Servicing Rights. Lender agrees that it shall retain all servicing rights with respect to the Loan following any Transfer, Participation or Securitization of the Loan.

Section 5.16 Register. Lender shall cause to be kept a register (the "Register") for the registration of ownership and transfer or assignment of the Note or any substitute note or notes secured by this Mortgage. The names and addresses of the registered owners of such notes, the transfers or assignment of such notes and the names and addresses of the transferees of such notes will be registered in the Register under such reasonable regulations as Lender may prescribe. Borrower and Lender shall deem and treat the registered owner of any note as shown in the Register as the absolute owner thereof for all purposes, and neither Borrower nor Lender shall be affected by any notice to the contrary and payment of the principal of, interest on, and Prepayment Fee, if any, due on or with respect to the related note shall be made only to or upon the order of such registered owner. All such payments so made shall be valid and effective to satisfy and discharge the liability of any Borrower upon such notes to the extent of the sums so paid. Upon reasonable request from time to time, Lender shall permit any Borrower to examine the Register.

Section 5.17 Servicing Fees. Throughout the term of the Loan, Borrower shall promptly pay Lender for servicing activities of the Loan in accordance with Lender's then current fee schedules.

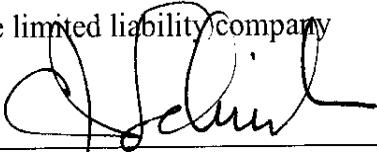
[SIGNATURE PAGE FOLLOWS]

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

BORROWER:

SMIII 150/200 MARTINGALE ROAD, LLC, a
Delaware limited liability company

By: 
Name: Charles J. Schreiber, Jr.
Title: Manager

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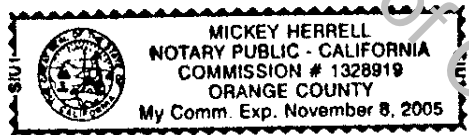
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STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

On September 8, _____, 2005 before me, Mickey Herrell
personally appeared Charles J. Schreiber, Jr.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and seal.



Mickey Herrell
Signature Mickey Herrell

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EXHIBIT A

DESCRIPTION OF LAND

PARCEL 1:

LOT 1 IN WOODFIELD CORPORATE CENTER RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND 4 IN PRUDENTIAL'S RESUBDIVISION OF LOT 4 IN WOODFIELD CORPORATE CENTER, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13 AND THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2:

TOGETHER WITH THOSE EASEMENT RIGHTS FOR USE OF THE COMMON AREAS AND THE STORM WATER DETENTION FACILITY APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY AND SUBJECT TO THE BURDENS SET FORTH IN THAT CERTAIN DECLARATION OF PROTECTIVE COVENANTS FOR WOODFIELD CORPORATE CENTER RECORDED OCTOBER 4, 1978 AS DOCUMENT NO. 24 657 502 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR WOODFIELD CORPORATE CENTER RECORDED MAY 22, 1998 AS DOCUMENT NO. 98429887 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS AMENDED BY THE CERTAIN DECLARATION OF EASEMENT AND SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR WOODFIELD CORPORATE CENTER RECORDED MAY 22, 1998 AS DOCUMENT NO. 98429888 WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS.

PARCEL 3:

TOGETHER WITH THOSE EASEMENT RIGHTS FOR THE USE OF THE ACCESS EASEMENT AND PARKING EASEMENT APPURTENANT TO THE ABOVE DESCRIBED PROPERTY AND SUBJECT TO THE BURDENS SET FORTH IN THAT CERTAIN DECLARATION OF RECIPROCAL PARKING AND ACCESS EASEMENT FOR 150/200 AND 300 WOODFIELD CORPORATE CENTER DATED SEPTEMBER 13, 2005 BY SMIII 150/200 MARTINGALE ROAD, LLC AND WOODFIELD REALTY HOLDING COMPANY, LLC TO BE RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS PRIOR TO THIS MORTGAGE.

Permanent Index No.: 07-24-201-017

Address: 150 & 200 Martingale Road
Schaumburg, Illinois

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EXHIBIT B

PERMITTED ENCUMBRANCES

1. Covenants, conditions, restrictions and easements contained in the Declaration of Protective Covenants for Woodfield Corporate Center recorded October 4, 1978 as document 24657502 and amended by First Amendment to Declaration recorded May 22, 1998 as document 98429887 and amended by Second Amendment to Declaration recorded May 22, 1998 as document 98429888 relating to building maintenance, site cleanliness, construction, dumping, building location and design, landscaping, curb cuts, roadways, driveways, maximum lot coverage, utility lines, building setback lines and signs.
2. Terms and provisions of an Environmental no further remediation letter recorded October 18, 1999 as document 99973705.
3. Easements for public utilities and drainage over, upon and under the North, Westerly, Southerly and Southwesterly 10 feet of the land and on the Northeasterly and Easterly 30 feet of the land as shown on plat of Woodfield Corporate Center subdivision recorded as document 24640081 and on plat of Prudential's Resubdivision recorded August 11, 1983 as document 26729261 and on plat of Woodfield Corporate Center Resubdivision recorded September 18, 1997 as document 97690879, as such easements are depicted on that certain ALTA/ASCM survey prepared by James, Schaeffer & Schimming, Inc. dated August 8, 2005, as revised, as Order No. 1031558B.
4. Building setback line of 30 feet (from the Northeasterly and Easterly lot line shown on plat of Woodfield Corporate Center subdivision recorded as document 24640081 and on plat of Prudential's Resubdivision recorded August 11, 1983 as document 26729261 and on plat of Woodfield Corporate Center Resubdivision recorded September 18, 1997 as document 97690879) as such setback is depicted on that certain ALTA/ASCM survey prepared by James, Schaeffer & Schimming, Inc. dated August 8, 2005, as revised, as Order No. 1031558B.
5. Covenants, conditions and restrictions contained in the declaration recorded September 16, 1955 as document 16364715 relating to use, lot area and cost of buildings to be erected on the land in the event the land is used for residential purposes.
6. Easements for the installation, maintenance of an underground conduit to drain storm water recorded as document 25363045 and the terms and provisions contained therein as depicted on that certain ALTA/ASCM survey prepared by James, Schaeffer & Schimming, Inc. dated August 8, 2005, as revised, as Order No. 1031558B.
7. Easement over a portion of the land in favor of Commonwealth Edison Company and Illinois Bell Telephone Company for pole lines, conduits and incidental purposes as created by grant recorded on July 6, 1981 as document 25927006.

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8. Terms and conditions contained in Ordinance 2901 "An ordinance establishing special service area number 3" recorded February 25, 1988 as document 88082791.
9. Declaration of Reciprocal Parking and Access Easement for 150/200 and 300 Woodfield Corporate Center dated September 13, 2005 by SMIII 150/200 Martingale Road, LLC and Woodfield Realty Holding Company, LLC to be recorded with the Recorder of Deeds of Cook County, Illinois prior to this Mortgage.

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EXHIBIT C

OPERATING AGREEMENTS

1. Real Estate Property Management Agreement dated as of September 2, 2005 between Borrower and CB Richard Ellis, Inc.
2. Leasing Service Agreement dated as of September 2, 2005 between Borrower and CB Richard Ellis, Inc.
3. Declaration of Protective Covenants for Woodfield Corporate Center recorded October 4, 1978 as Document No. 24657502 with the Recorder of Deeds of Cook County, Illinois, as amended by that certain First Amendment to Declaration of Protective Covenants for Woodfield Corporate Center recorded May 22, 1998 as Document No. 98429887 with the Recorder of Deeds of Cook County, Illinois, as amended by the certain Declaration of Easement and Second Amendment to Declaration of Protective Covenants for Woodfield Corporate Center recorded May 22, 1998 as Document No. 98429888 with the Recorder of Deeds of Cook County, Illinois.
4. Declaration of Reciprocal Parking and Access Easement for 150/200 and 300 Woodfield Corporate Center dated September 13, 2005 by SMIII 150/200 Martingale Road, LLC and Woodfield Realty Holding Company, LLC to be recorded with the Recorder of Deeds of Cook County, Illinois prior to this Mortgage.

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EXHIBIT D

ANNUAL OR QUARTERLY STATEMENTS OR REPORTS

Attached to unrecorded copy.



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EXHIBIT E

QUARTERLY REPORTS SUMMARY

Attached to unrecorded copy.

Property of Cook County Clerk's Office

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RIDER

APPLICABLE STATE LAW PROVISIONS

The following provisions are incorporated by reference into this Mortgage. If any conflict or inconsistency exists between this Rider and the remainder of the attached Mortgage, this Rider shall govern.

(a) **Protective Advances.** Without limitation on anything contained in this Mortgage, all advances, disbursements and expenditures made by Lender before and during a foreclosure, and before and after a judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 *et seq.* (the "Act"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act referred to below (collectively, "Protective Advances"):

(i) all advances by Lender in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild any improvements upon the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5-1302 of the Act;

(ii) payments by Lender of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance on the Mortgaged Property; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part hereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

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

(iv) reasonable attorneys' fees and other expenses incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 15-1504(d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Mortgage or arising from the interest of Lender hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

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

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

(vii) expenses incurred and expenditures made by Lender for any one or more of the following: (A) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if any interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property as imposed by subsection (c)(1) of Section 15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by Lender to be for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member if in any way affecting the Mortgaged Property; (G) costs incurred by Lender for demolition, preparation for and completion of construction; and (H) pursuant to any lease or other agreement, for occupancy of the Mortgaged Property.

All Protective Advances shall be so much additional Indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(1) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (A) determination of the amount of Indebtedness secured by this Mortgage at any time; (B) the amount of the Indebtedness found due and owing to Lender in a judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by any court of any additional Indebtedness becoming due after such entry of judgment (it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose); (C) if right of redemption is deemed not to be waived by this Mortgage, computation of any amounts required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5-1603 of the Act; (D) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (E) application of income in the hands of any receiver or Lender in possession; and (F) computation of any deficiency judgment pursuant to subsections (b) (2) and (e) of sections 15-1508 and Section 15-1511 of the Act.

(b) **Waiver of Right of Redemption and Reinstatement.** Without limiting the generality of Section 4.03(h)(i) of this Mortgage, the waiver by Borrower of its rights of redemption and reinstatement in such Section, include the waiver of such rights as provided under 735 ILCS 5/15-1601 and 735 ILCS 5/15-1602.

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(c) **Business Loan Recital/Statutory Exemption.** (i) Borrower acknowledges and agrees that (A) the proceeds of the Loan will be used in conformance with subparagraph (1)(1) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4(1)(1)); (B) the Indebtedness secured hereby has been incurred by Borrower solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said Section 4; (C) the Indebtedness secured hereby constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4; and (D) the secured Indebtedness is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 *et. seq.* has been entered into solely for business purposes of Borrower and Borrower's investment or profit, as contemplated by said section.

(i) Without limiting the generality of anything contained herein, Borrower acknowledges and agrees that the transaction of which this Mortgage is part is a transaction which does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201 (1992)) or residential real estate (as defined in 735 5/15-1219 (1992)).

(d) **Maximum Principal Amount.** This Mortgage shall secure the payment of any amounts advanced from time to time under the Loan Documents, or under other documents stating that such advances are secured hereby. This Mortgage also secures any and all future obligations and Indebtedness arising under or in connection with this Mortgage, which future obligations and Indebtedness shall have the same priority as if all such future obligations and Indebtedness were made on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed an obligation on the part of Lender to make any future advances of any sort. At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage shall secure (in addition to any Loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by Lender in connection with the Indebtedness to be secured hereby and which are to be reimbursed by Borrower under the terms of this Mortgage; provided, however, that in no event shall the total amount of Loan proceeds disbursed plus such additional amounts exceed \$92,620,000.

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

(f) **Illinois Mortgage Foreclosure Act.** It is the express intention of Lender and Borrower that the rights, remedies, powers and authorities conferred upon Lender pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Act and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provisions in this Mortgage are deemed inconsistent with any provision in the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render

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unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(g) **Collateral Protection Act.** Pursuant to the requirements of the Illinois Collateral Protection Act, Borrower is hereby notified as follows:

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

(h) **Sealed Instrument.** Borrower intends for this Mortgage to be executed and delivered by Borrower, and accepted by Lender, as a sealed instrument.