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Doc#: 0622712001 Fee: \$80.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/15/2006 09:36 AM Pg: 1 of 29

Prepared by: Douglas S. Gasden
Return to:

US Title Search
Round Valley Executive Center 2:
3 Werner Way
3rd Floor
Lebanon, NJ 08833

SITE I.D. #: IL30014
SITE NAME: "Minority Inc."
ADDRESS: 22401 Sauk Pt. Dr., Sauk Village
COUNTY, STATE: Cook County, IL

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

PERMANENT REAL ESTATE INDEX NUMBER: 32-35-202-003-0000

**LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING**

**THIS MORTGAGE SECURES FUTURE ADVANCES
(Illinois - Leasehold)**

THIS LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Instrument") dated as of May 17, 2006 from MOBILITIE INVESTMENTS, LLC, a Delaware limited liability company with a principal place of business at 2901 West Coast Highway, Suite 200, Newport Beach, California 92663 (the "Mortgagor") to TORONTO DOMINION (TEXAS) LLC, a Delaware limited liability company with a principal place of business located at 77 King Street West, 18th Floor, Toronto, Ontario, Canada M5K1A2, in its capacity as "Administrative Agent" (as defined in the Loan Agreement) for itself as a Lender and for the other Lenders as such capitalized term is hereinafter defined, (Administrative Agent and the Lenders being sometimes hereinafter collectively referred to as the "Secured Creditors" or "Secured Parties");

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This Instrument secures a maximum principal amount of indebtedness outstanding at any time equal to \$85,000,000.00, plus accrued and unpaid interest. This Instrument also secures advances for the payment of taxes and municipal assessments, maintenance charges, insurance premiums, costs incurred for the protection of the Property or the lien of this Instrument, expenses incurred by Administrative Agent by reason of an Event of Default under this Instrument and advances for erection, construction, alteration and repair of the Property or for any other purpose, together with all other sums due hereunder or secured hereby as hereinafter described.

RECITALS:

WHEREAS, reference is made to that certain Loan Agreement dated as of even date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and among Mobilitie Investments, LLC, the Mortgagor herein, as "Borrower", Toronto Dominion (Texas) LLC as Administrative Agent for the Lenders, TD Securities (USA) LLC as "Lead Arranger", and the financial institution whose names appear as Lenders on Schedule I, attached hereto and made a part hereof (together with any permitted successors and assigns of the foregoing), to make certain loans to the said Borrower. Capitalized terms used but not defined herein have the meanings given to them in the Loan Agreement;

WHEREAS, at the request of Borrower, the Lenders have agreed to make loans to Borrower as evidenced by, among other things: (i) those certain Revolving Loan Notes in the aggregate principal amount not to exceed \$5,000,000.00, including a Letter of Credit sub-facility (collectively, the "Revolving Loan Notes"); and (ii) those certain Term Loan Notes in the aggregate principal amount not to exceed \$80,000,000.00 (the "Term Loan Notes");

WHEREAS, Mortgagor and Administrative Agent hereby agree that, as used hereinafter in this Instrument:

(i) the term "Revolving Loan" shall mean a revolving credit facility for the benefit and account of Borrower in an aggregate principal amount not to exceed FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) at any one time outstanding, as defined in the Loan Agreement;

(ii) the term "Term Loan" shall mean that certain term loan in the aggregate principal amount not to exceed EIGHTY MILLION AND NO/100 DOLLARS (\$80,000,000.00), each from Lenders for the benefit and account of Borrower, as defined in the Loan Agreement;

(iii) the term "Revolving Loan Notes" shall mean, collectively, those certain Revolving Loans in the aggregate principal amount not to exceed FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00), owing by the Borrower to each of the Lenders as defined in the Loan Agreement, and other promissory notes issued by the Borrower to evidence the obligation of Borrower to repay such Revolving Loans pursuant to the Loan Agreement, and any extensions, renewals, or amendments to, or replacements or restatements of, or restatements of, the foregoing;

(iv) the term "Term Notes" shall mean, collectively, those certain Term Loans in the aggregate original principal amount not to exceed EIGHTY MILLION AND NO/100 DOLLARS (\$80,000,000.00), owing by the Borrower to the Lenders as defined in the Loan Agreement, any other obligations owing by Borrower under such Term Loans pursuant to the Loan Agreement, and any extensions, renewals, or amendments to, or replacements or restatements of, the foregoing; and

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(v) the term "Notes" shall mean, collectively, the Revolving Loan Notes and the Term Notes; and the term "Loans" shall mean, collectively, the Revolving Loans and the Term Loans, as defined in the Loan Agreement;

WHEREAS, the Obligations of Borrower to repay advances made pursuant to the Loans are evidenced by the Loan Agreement;

WHEREAS, Mortgagor (i) hereby assumes and agrees to pay and/or perform all obligations, liabilities, duties and responsibilities of Borrower arising in connection with the other Loan Documents (as defined in the Loan Agreement); and (ii) intends that the Property (as defined hereinafter) shall secure the Secured Obligations (as hereinafter defined);

WHEREAS, this Instrument is given to secure the prompt payment and the performance in full when due, whether at stated maturity, by acceleration or otherwise (including the payment of amounts which would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)) of all Secured Obligations (as hereinafter defined) and also to secure the performance of all Secured Obligations herein contained. **The maximum principal amount secured by this Instrument is Eighty-Five Million and No/100 Dollars (\$85,000,000.00). The entire amounts owed in connection with the Secured Obligations, if not sooner paid, shall be paid no later than May 17, 2012;**

WHEREAS, as a condition precedent to the extension of the Loans or other financing by the Lenders and pursuant to the Loan Agreement, the Lenders have required Mortgagor, and Mortgagor is willing to execute this Instrument securing the payment and performance by the Mortgagor as Borrower of its Obligations and other covenants under the Loan Agreement, the Notes and the other Loan Documents executed by the Borrower in connection therewith; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan Agreement;

NOW, THEREFORE, to secure the repayment of the Secured Obligations, Mortgagor has executed this Instrument and does hereby agree as follows:

MORTGAGOR HAS IRREVOCABLY GRANTED, BARGAINED, SOLD, ALIENED, RELEASED, CONVEYED, CONFIRMED, MORTGAGED AND WARRANTED UNTO ADMINISTRATIVE AGENT AND DOES HEREBY IRREVOCABLY GRANT, BARGAIN, SELL, ALIEN, RELEASE, CONVEY, CONFIRM, MORTGAGE AND WARRANT UNTO ADMINISTRATIVE AGENT, ITS SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF THE SECURED CREDITORS, ALL RIGHT, TITLE AND INTEREST OF MORTGAGOR NOW OWNED OR HEREINAFTER ACQUIRED, IN, UNDER AND TO THE LEASEHOLD PREMISES (THE "LEASEHOLD PREMISES") AND LEASEHOLD ESTATE DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (COLLECTIVELY, THE "LEASEHOLD PROPERTY"), AS DESCRIBED IN THAT CERTAIN LEASE (THE "GROUND LEASE") DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF; THE LEASEHOLD PROPERTY BEING A PORTION OF THAT PROPERTY DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF (THE "LANDLORD'S PROPERTY") (SAID LEASEHOLD PROPERTY, TOGETHER WITH MORTGAGOR'S RIGHT, TITLE AND INTEREST IN AND TO ALL OF THE ITEMS DESCRIBED IN THE IMMEDIATELY FOLLOWING ELEVEN (11) PARAGRAPHS, BEING REFERRED TO HEREIN COLLECTIVELY AS THE "PROPERTY");

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TOGETHER WITH, all leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases (except the "Leases" as hereinafter defined) covering the Real Property or any portion thereof, now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and all rents, revenues, income, issues and profits thereunder;

TOGETHER WITH, all buildings and other improvements of every kind and description now or hereafter erected or placed on the Real Property or any part thereof owned by Mortgagor, and all fixtures located on the Real Property (to the extent of Mortgagor's interest therein) and all replacements thereof or articles in substitution therefor;

TOGETHER WITH all and singular the buildings, improvements, tenements now or hereafter erected thereon, all streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders and rents, issues and profits thereof;

TOGETHER WITH all and singular the fixtures, machinery, equipment and other personal property appurtenant thereto or used in connection therewith or located thereon, whether attached or detached, including all fixtures, appliances, property and equipment of every kind and description now or hereafter installed in or used in connection with the aforesaid premises, or the operation of the business situate thereon, together with all proceeds thereof, and for that purpose this Instrument shall also constitute a Fixture Filing under the Uniform Commercial Code of the State in which the Property is located (the "UCC"), and shall be recorded in the Recorder's Office;

TOGETHER WITH, all present and future leases and licenses of space in the buildings and improvements now or hereafter erected on the Real Property and all present and future licenses and leases for space on towers, in tower facilities or on or hereafter located on the Property (collectively "Leases" and individually "Lease") and the rents, revenues, income, issues and profits thereunder (collectively, the "Rents");

TOGETHER WITH, all rights, titles, interests, estates in and to all options to purchase or lease (or renew the lease thereof) the Real Property or any portion thereof or interest therein, or other claims which Mortgagor now has or may hereafter acquire in the Real Property or the use or occupancy thereof or in and to any greater estate in the Real Property;

TOGETHER WITH, all easements, rights-of-way and rights now held or hereafter acquired by the Mortgagor used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all rights, water and water rights;

TOGETHER WITH, all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, opened or proposed, adjoining the Real Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property;

TOGETHER WITH, all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by Mortgagor relating to the buildings, improvements, fixtures or personal property on or in the Real Property;

TOGETHER WITH, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance and proceeds of condemnation awards and awards for restriction of access to, or change of grade of, streets; and

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TOGETHER WITH, all replacements and substitutions for, and accessions, additions or attachments to, and proceeds and products of, the foregoing of every type and any and all after-acquired right, title or interest of Mortgagor in and to any property of the types described in the preceding granting clauses.

PORTIONS OF THE PROPERTY ARE GOODS WHICH ARE OR ARE TO BECOME AFFIXED TO OR FIXTURES ON THE LAND DESCRIBED IN OR REFERRED TO IN EXHIBIT "A". THIS INSTRUMENT IS TO BE FILED FOR RECORD OR RECORDED IN THE REAL ESTATE RECORDS OF EACH COUNTY (OR, TO THE EXTENT SIMILAR RECORDS ARE MAINTAINED AT THE CITY OR TOWN LEVEL INSTEAD OF THE COUNTY LEVEL, EACH SUCH CITY OR TOWN) IN WHICH SAID LAND OR ANY PORTION THEREOF IS LOCATED. MORTGAGOR IS THE OWNER OF A RECORD LEASEHOLD INTEREST IN THE REAL ESTATE CONCERNED.

TO HAVE AND TO HOLD the Property and all parts thereof together with the rents, issues, profits and proceeds thereof, hereby granted or mentioned and intended so to be, with the appurtenances, unto Administrative Agent, its successors and assigns, to its use forever, in fee simple (unless otherwise specifically described in Exhibit "A" and the "Leasehold Rider", each attached hereto and incorporated herein).

Mortgagor represents and warrants that Mortgagor has legal title to the Property and has the right to grant, convey and assign the Property, that the Property is unencumbered except for Permitted Liens (as defined in the Loan Agreement), and that Mortgagor will warrant and defend generally the title to the Property against all lawful claims and demands, subject to any easements, restrictions, reservations and other matters heretofore recorded in the records in the county in which the Real Property is located and the Permitted Liens.

All capitalized terms in this Instrument which are not defined in this Instrument shall have the meaning ascribed to them in the Loan Agreement. All references in this Instrument to any document or instrument shall be deemed to include all modifications, amendments, supplements, extensions and renewals thereof.

This Instrument is given as security for the performance of the covenants and agreements contained in this Instrument and among other obligations, the payment and performance of the following:

- (a) All covenants and agreements, Loans, "Indebtedness" (as defined in the Loan Agreement), "Indebtedness for Money Borrowed" (as defined in the Loan Agreement), liabilities and obligations of any kind (including, without limitation, principal, interest, fees, reimbursement obligations, administrative costs and indemnities) of Mortgagor now existing or arising in the future from time to time under or in respect of this Instrument, the Loan Agreement, the Notes and the other Loan Documents to which the Mortgagor is a party.
- (b) Any and all other amounts, liabilities, and obligations for which or for the performance of which Mortgagor is or may become indebted or obligated under the terms of this Instrument, the Loan Agreement, the Notes, the Security Documents, all fee letters, all Requests for Advance, all Interest Hedge Agreements (as each such term is defined in the Loan Agreement) and any other related documents, instruments, recordings or filings to which the Borrower is a party (together with all amendments, supplements, assignments, modifications and/or restatements thereof, collectively the "Loan Documents").
- (c) Certain other indebtedness owing to the Secured Parties and permitted to be secured by this Instrument as more fully set forth in the Loan Agreement and the other Loan

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Documents and the performance of all other obligations of Borrower under the Loan Agreement and the other Loan Documents.

- (d) All other "Obligations" as that term is defined in the Loan Agreement.
- (e) Any and all renewals, increases, rearrangements, modifications, supplements, restatements and extensions of the foregoing items of indebtedness and obligations.
- (f) Costs and expenses of collection (including, without limitation, reasonable attorneys' fees and expenses actually incurred), actually incurred by Administrative Agent in obtaining performance of, or in collecting any payments due under, the Loan Agreement and the other Loan Documents and commissions, expenses, charges, reimbursement obligations, indemnification obligations, reasonable fees and expenses due and payable to any Secured Party under the Loan Agreement and the other Loan Documents.

Each and every indebtedness, liability and obligation of any kind described and included in this Instrument, whether such item is absolute or contingent, due or not due, liquidated or unliquidated, arising under or in connection with the Loan Agreement, the Notes and the other Loan Documents or any of them, is intended to be fully secured by the liens, assignments, and security interests created under and by virtue of this Instrument, and all such items so secured (now or hereafter existing or arising) are hereinafter collectively referred to herein as the "Secured Obligations."

PROVIDED ALWAYS, that if the Secured Obligations be paid and performed by Mortgagor to Administrative Agent and the Secured Creditors at all times and in the manner stipulated in this Instrument, the Loan Agreement and the other Loan Documents, including any renewals, extensions or amendments thereof, and the Loan Agreement is terminated, then this Instrument and the lien and interest created or evidenced hereby shall cease and be void, and shall be of no further force and effect and the Lenders shall deliver to Mortgagor a satisfaction of this Instrument in proper and recordable form.

Covenants and Agreements. Mortgagor covenants and agrees as follows:

1. **Payment of Indebtedness and Performance of Secured Obligations.** Mortgagor shall promptly and fully pay when due the Loans and shall promptly perform all other Secured Obligations imposed upon Mortgagor under the Loan Documents.
2. **Taxes, Insurance and Other Charges.** Prior to delinquency Mortgagor shall pay all Impositions for which Mortgagor is obligated to pay pursuant to the terms and conditions of the Ground Lease. As used herein, "Impositions" shall mean: (a) the water and sewer charges and property and other taxes and assessments of every kind and nature that may be levied, assessed or imposed on the Property, (b) the premium installments for insurance for the Property as Administrative Agent may require under the Loan Agreement and other Loan Documents, and (c) such other charges, assessments, levies and taxes, general and specific, or ordinary and extraordinary, that may from time to time be assessed, levied or imposed with respect to the Property.

If at any time after the date hereof there shall be assessed or imposed a license fee, tax or assessment on this Instrument or Administrative Agent, or the Lenders and measured by or based in whole or in part upon the amount of the Secured Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined herein, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions. Mortgagor shall have no obligation to pay any franchise, estate, inheritance,

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income, excess profits or similar tax levied on Administrative Agent or the Lenders or on the Secured Obligations. Mortgagor shall not be entitled to any credit against Secured Obligations by reason of the payment of any Impositions.

3. **Insurance.** Mortgagor covenants and agrees to provide, maintain and keep in force, at all times, the policies of insurance required by the Loan Agreement with respect to the Property. All insurance proceeds in connection with a casualty to the Property shall be applied in accordance with the provisions of the Loan Agreement and any other Loan Documents.
4. **Preservation and Maintenance of Property.** Mortgagor covenants and agrees to preserve and maintain the Property in accordance with the provisions of the Loan Agreement and any other Loan Documents.
5. **Protection of Administrative Agent's Security.** If Mortgagor fails to fully and faithfully perform its obligations under this Instrument or the Loan Agreement and any other Loan Documents with respect to the Property, or if any action or proceeding is commenced that affects the Property, title to the Property or the interest of Administrative Agent in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Administrative Agent may, but shall not be obligated to, protect, preserve and maintain the Property and make such appearances, advance disbursements of such sums and take such action on behalf of Mortgagor as Administrative Agent deems necessary to protect Administrative Agent's interests. Any expenditure of monies by Administrative Agent in connection with the foregoing, including, but not limited to, attorney's fees and expenses, shall be secured by this Instrument, be immediately due and payable and bear interest at the Default Rate as of the date of the advancement.
6. **Condemnation.** In the event of any condemnation or other taking by eminent domain of the Property or any portion thereof, such condemnation shall be prosecuted by Mortgagor and condemnation proceeds applied to the Secured Obligations in such manner as set forth in the Loan Agreement.
7. **Leases; Subordination.** Except as permitted by the Loan Agreement, Mortgagor shall not lease the Property (which for purposes hereof shall not include the Leases) as a whole or any material part thereof without the prior written consent of Administrative Agent (such consent not to be unreasonably withheld) and shall keep, observe and satisfy all the material obligations on the part of the lessor to be kept, performed and satisfied under every lease from time to time in force with reference to the Property. At any reasonable time and upon reasonable prior notice from Administrative Agent, Mortgagor shall submit to Administrative Agent for examination copies of all such leases. Administrative Agent shall have the right, but not the obligation, by the execution of suitable instruments or agreements from time to time, to subordinate this Instrument, and the rights of Administrative Agent hereunder, to any lease or leases entered into after the date hereof with reference to the Property, and, only upon the execution of any such instrument or agreement, shall this Instrument be subordinate to the lease for which such subordination is applicable. Notwithstanding the above, Mortgagor shall not be required to deliver copies of the Leases to Administrative Agent pursuant to the terms of this paragraph 7.
8. **Transfers of Ownership.** Except as may be permitted by the Loan Agreement, Mortgagor shall not permit any transfer or assignment of the legal or equitable interest of the Property, or any part thereof.

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9. **Mortgagor and Lien not Released.** Subject to the provisions of the Loan Agreement and the other Loan Documents, Administrative Agent and the Secured Creditors, or any of them, may without giving notice to any junior lienholder, any guarantor, or any other person or entity liable for the Secured Obligations, or any portion thereof, (a) extend the time for payment of, or otherwise modify all or part of the Secured Obligations secured by this Instrument, (b) reduce the payments on the Secured Obligations, (c) release anyone liable on any of the Secured Obligations, (d) accept a renewal note or notes for the Secured Obligations, (e) modify the terms of payment of the Secured Obligations, (f) release from the lien and interest of this Instrument any part of the Property, (g) take or release other or additional security, or leave any collateral or security unperfected, (h) reconvey any part of the Property, (i) consent to the granting of any easement, (j) join in any extension or subordination agreement, (k) agree in writing with Mortgagor to modify the rate of interest, the period of amortization, or the amount of the periodic instalments payable under the Loan Documents, (l) extend the maturity or alter any of the terms of any such obligation, (m) grant other indulgences, (n) make compromises or other arrangements with debtors in relation thereto, or (o) advance additional funds to protect the security hereof and pay or discharge the obligations of Mortgagor hereunder or under the Loan Documents, and all amounts so advanced, with interest thereon at the Default Rate, shall be secured hereby. Actions taken by Administrative Agent under this paragraph shall not affect the obligation of Mortgagor to pay the Secured Obligations. Furthermore, actions taken by Administrative Agent shall not affect any guaranty for payment of the Secured Obligations, or Administrative Agent's lien and interest in and to the Property or any portion thereof not heretofore released as security for the full amount of all unpaid Secured Obligations.
10. **Forbearance not a Waiver.** Any forbearance by Administrative Agent in exercising any right or remedy under this Instrument or permitted by law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Administrative Agent of payment of any sum secured by this Instrument after the due date shall not be a waiver of Administrative Agent's right to either require prompt payment when due of all other sums so secured or to declare payment due upon an Event of Default for failure to make prompt payment.
11. **Uniform Commercial Code Security Agreement.** This Instrument is intended to be a security agreement under the Uniform Commercial Code (adopted in the jurisdiction in which the Property is located) for any of the items hereinbefore specified as part of the Property that, as a matter of law, may be subject to a security interest under the aforesaid Uniform Commercial Code. Mortgagor grants Administrative Agent a security interest in these items for the benefit of the Secured Creditors. At the request of Administrative Agent, Mortgagor shall execute, deliver and cause to be recorded and filed from time to time with all necessary public offices and at the Mortgagor's sole cost and expense, such financing statements, continuances and other instruments as will perfect and maintain the Administrative Agent's priority of security in all fixtures included in the Property. The Mortgagor hereby authorizes the Administrative Agent to file such financing statements, continuances and other instruments without the signature of the Mortgagor, to the extent permitted by Applicable Law, as the Administrative Agent may deem necessary to perfect or maintain such security interests or rights in its favor and Administrative Agent agrees to provide Mortgagor with a copy of any such filings. Mortgagor agrees that Administrative Agent may file this Instrument in the real estate records or other appropriate index as a financing statement for any of the items specified above as a part of the Property. Any copy of this Instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. Without the prior written consent of Administrative Agent, except as otherwise provided in the Loan Agreement, Mortgagor shall not create under the Uniform Commercial Code any other security interests in these items, including replacements and additions. Upon the occurrence of any Event of Default (as defined in Section 13 hereof),

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Administrative Agent shall have the remedies of a secured party under the Uniform Commercial Code and also may invoke the remedies otherwise provided in this Instrument. In exercising its remedies, Administrative Agent may proceed against the items of Real Property and any items of other property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Administrative Agent's remedies under the Uniform Commercial Code and the remedies otherwise provided in this Instrument.

12. **Remedies Cumulative.** To the full extent permitted by Applicable Law, each remedy provided in this Instrument is distinct and cumulative to all other rights or remedies under this Instrument, the Loan Agreement, the other Loan Documents, or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.
13. **Events of Default; Acceleration.** An Event of Default shall be as defined in, and in accordance with an occurrence of an Event of Default under this Instrument, the Loan Agreement and the other Loan Documents, and shall include, without limitation, a transfer of the Property, or any portion thereof or interest therein, except as otherwise permitted in the Loan Agreement.

The Secured Obligations may be declared immediately due and payable upon the occurrence of an Event of Default under this Instrument, in accordance with, and subject to, the provisions of the Loan Agreement. Notwithstanding the prior statement, in the event that Mortgagor shall default in the performance or observance of any agreement or covenant in this Instrument, which is not otherwise set forth in the Loan Agreement or any of the other Loan Documents as an Event of Default, then Mortgagor shall have a period of thirty (30) days from the occurrence of such Event of Default in which to cure the said default. Administrative Agent also may invoke any remedies permitted by this Instrument in accordance with, and subject to, the provisions of the Loan Agreement. Any attorneys' fees and other expenses incurred by Administrative Agent in connection with this Instrument shall be additional indebtedness of Mortgagor secured by this Instrument pursuant to paragraph 5 herein.

14. **Notices.**

- (a) All notices and other communications under this Instrument ("Notice") shall be in writing and shall be deemed to have been given three (3) days after deposit in the mail, designated as certified mail, return receipt requested, postage prepaid, or one (1) Business Day after being entrusted to a reputable commercial overnight delivery service, addressed to the party to which such Notice is directed at the following address:

If to Mortgagor:

Mobilitie Investments, LLC
2901 West Coast Highway
Suite 200
Newport Beach, CA 92663
Attention: Gary Jahara
Telecopy: () -

with a copy to:

Oaktree Capital Management, LLC
333 South Grant Avenue
28th Floor
Los Angeles, CA 90071
Attention: Ambrose Fisher
Telecopy: (213) 830-6392

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If to Administrative Agent:

Toronto Dominion (Texas) LLC
 77 King Street West
 18th Floor
 Toronto, Ontario, Canada M5K1A2
 Attention: Deal Manager
 Telecopy: (416) 307-3826

with a copy to:

Kilpatrick Stockton LLP
 1100 Peachtree Street, N.E., Suite 2800
 Atlanta, GA 30309-4530
 Attention: Douglas S. Gosden, Esq.
 Telecopy: (404) 815-6555

with a copy to:

TD Securities (USA) LLC
 51 West 52nd Street
 19th Floor
 New York, NY 10019-6101
 Attention: David Perlman
 Telecopy: (212) 827-7232

- (b) Any party hereto may change the address to which Notices shall be directed hereunder by giving ten (10) days prior written notice of such change to the other parties.
15. **Successors and Assigns Bound; Agents; Captions; Time of Essence.** The provisions of this Instrument shall be binding upon, and inure to the benefit of Mortgagor, Administrative Agent and their respective heirs, personal representatives, successors and permitted assigns. In exercising any rights or taking any actions under this Instrument, Administrative Agent may act through its employees, agents or independent contractors. The captions and headings of the paragraphs of this Instrument are for reference and convenience only and are not to be used to limit, interpret or define its provisions. Time is of the essence with respect to each and every covenant, agreement, obligation and provision within this Instrument.
16. **Governing Law; Severability.** **THIS INSTRUMENT SHALL BE GOVERNED, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BY THE LAWS OF THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT WITH RESPECT TO THE CREATION, PERFECTION AND PRIORITY OF THE LIEN AND INTEREST GRANTED HEREIN AND ENFORCEMENT OF THE FORECLOSURE AND RECEIVERSHIP REMEDIES HEREIN, THIS INSTRUMENT SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED.**
- In case any provision in or obligation under this Instrument shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation, shall not in any way be affected or impaired thereby.
17. **Waiver of Marshaling and Certain Other Laws.** Mortgagor waives to the full extent that it may lawfully so do, the benefit of certain laws and the right to have the Property or any portion thereof Marshaled upon any foreclosure of the lien and interest hereof, to the extent provided in the Loan Agreement.

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18. **Relationship of Parties; Third Party Beneficiary.** No right or benefit conferred on Administrative Agent under this Instrument shall constitute or be deemed to constitute Administrative Agent a partner or a joint venturer with Mortgagor. Mortgagor and Administrative Agent specifically acknowledge that the relationship between Mortgagor and Administrative Agent is solely that of borrower and agent for the Secured Creditors with respect to the Secured Obligations, and that all payments required to be made by Mortgagor to Administrative Agent under this Instrument and other Loan Documents are required solely by reason of that relationship. All rights, interests and privileges conferred on Administrative Agent by this Instrument are for the sole and exclusive benefit of Administrative Agent and Secured Creditors, and shall not create any third party beneficiary rights unless expressly agreed in writing by Administrative Agent.
19. **Assignment of Rents and Leases.** Mortgagor absolutely and not collaterally assigns and transfers to Administrative Agent all right, title and interest of Mortgagor in any and all Leases and other leases, licenses or other grants of right to use the Property or any portion thereof, now existing or hereafter entered into, and all the rents and revenues of the Property due by virtue of any Leases, other leases or other licenses, or agreements for the occupancy or use of all or any part of the Property. Mortgagor authorizes Administrative Agent to collect all rents and revenues and hereby directs each tenant of the Property to pay rents directly to Administrative Agent; provided, however, that prior to the occurrence of an Event of Default under this Instrument, Mortgagor shall have a license to collect and receive all rents and revenues of the Property and to enjoy the use thereof (subject to the terms of the Loan Documents). It is the intent of Mortgagor and Administrative Agent that the assignment of rents constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. After the occurrence of an Event of Default under this Instrument and so long as such Event of Default shall be continuing, and without the necessity of Administrative Agent entering upon and taking full control of the Property, in person, by agent or by a court-appointed receiver, Administrative Agent shall immediately be entitled to possession of all rents and revenues of the Property both past due and unpaid and as they become due and payable. After the occurrence of an Event of Default under this Instrument and so long as such Event of Default shall be continuing, all such rents held, or thereafter received, by Mortgagor shall be held as trustee for the benefit of Administrative Agent only. After the occurrence of an Event of Default under this Instrument and so long as such Event of Default shall be continuing, Mortgagor agrees that each tenant of the Property shall be entitled to pay rents directly to Administrative Agent on Administrative Agent's written demand to each tenant delivered to each tenant personally, by mail, without any obligation on the part of any tenant to inquire as to the existence of an Event of Default by Mortgagor.

Mortgagor covenants that Mortgagor has not executed any prior assignment of rents, that Mortgagor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Administrative Agent from exercising its rights under this paragraph 19, and that at the time of execution of this Instrument there has been no prepayment of any of the rents of the Property for more than two (2) months prior to the due date of such rents. Mortgagor agrees that Mortgagor will not after the date of this Instrument collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Mortgagor further agrees that Mortgagor will deliver to Administrative Agent additional assignments of rents and revenues of the Property as Administrative Agent may from time to time request.

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All rents and revenues actually collected by Administrative Agent, if any, in connection with this paragraph 19 shall be applied to the Secured Obligations in such manner as the Secured Creditors shall determine.

20. **Appointment of Receiver.** Upon the occurrence of an Event of Default hereunder, Administrative Agent, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right to the appointment of a receiver of the Property, whether or not Administrative Agent shall simultaneously exercise any of its other rights and remedies under this Instrument. To the full extent permitted by Applicable Law, such appointment may be made without notice, without bond, without regard to the solvency or insolvency of Mortgagor or any other Person liable for payment of any portion of the Secured Obligations at the time of application for such receiver and without regard to the then value or occupancy of the Property, and Administrative Agent or any other holder hereof may be appointed as such receiver. Mortgagor hereby consents to the continuation of such receivership for as long as Administrative Agent deems necessary or appropriate, unless otherwise provided by Applicable Law. Mortgagor hereby irrevocably consents to the appointment of such receiver and waives all notice thereof. Such receiver shall have the power to collect the rents, issues and profits of the Property and to extend, cancel or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity dates of the Secured Obligations and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all Persons whose interests in the Property are subject to this Instrument. Such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property.

Notwithstanding the appointment of a receiver, if such receiver is not the Administrative Agent, the Administrative Agent, to the extent permitted by law, shall be entitled to retain possession and control of all cash held by or deposited with it or its agents or co-agents (including any amounts accruing to it by virtue of provisions regarding insurance or condemnation awards) pursuant to any provision of this Instrument or any Loan Document.

21. **Assignment by Administrative Agent.** Subject to the terms of the Loan Agreement, the interest of Administrative Agent in this Instrument is, at Administrative Agent's option, assignable and any assignment hereof by Administrative Agent shall operate to vest in the assignee all rights, title, interests and powers in this Instrument conferred upon and granted to Administrative Agent.
22. **Withdrawal or Discontinuance of Proceedings.** To the full extent permitted by Applicable Law, in case Administrative Agent shall have proceeded to enforce any right, power or remedy under this Instrument by foreclosure, entry or otherwise or in the event Administrative Agent shall have commenced advertising the intended exercise of the right of foreclosure provided hereunder, and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason (except a cure of all existing Events of Default in accordance with the Loan Agreement), or shall have been determined adversely to Administrative Agent, then in every such case (i) Mortgagor, any other Person liable for payment of any of the Secured Obligations, Administrative Agent shall be restored to its former positions and rights, (ii) all rights, powers and remedies of Administrative Agent shall continue as if no such proceeding had been taken, (iii) each and every Event of Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall and shall be deemed to be a continuing Event of Default, and (iv) this Instrument and any other Loan Document shall not be and shall not

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be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment, and Mortgagor hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to, or in conflict with, this paragraph 22.

23. **Release.** Administrative Agent shall cancel this Instrument, under the circumstances provided for such cancellation in the Loan Agreement. Mortgagor shall pay Administrative Agent's reasonable costs incurred in canceling this instrument and providing a satisfaction.
24. **Acceleration Upon Default; Remedies.** Upon the occurrence of any Event of Default hereunder, and subject to the terms of the Loan Agreement, Administrative Agent may declare all the Secured Obligations to be due and payable, and the same shall thereupon be and become due and payable without any presentment, demand, protest or notice of any kind. After the occurrence of an Event of Default, subject to and in accordance with the terms of the Loan Agreement regarding the exercise of remedies, Administrative Agent may do any one or more of the following.
- (a) Either in person or by agent, with or without bringing any action or proceeding, enter upon and take possession of the Property, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same in accordance with the terms of the Loan Agreement. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of Event of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Administrative Agent shall be entitled to exercise every right provided for in any of the Loan Documents or by law or in equity upon occurrence of any Event of Default hereunder, including the right to exercise any power of sale set forth in this Instrument;
- (b) Foreclose this Instrument and sell, as an entirety or in separate lots or parcels, the Property under the judgment or decree of a court of courts of competent jurisdiction and upon any foreclosure sale described herein, Administrative Agent, or any of the Secured Creditors, or their respective agents, representatives, successors or assigns, may bid for and purchase the Property, and, upon compliance with the terms of sale and applicable law, may hold, retain and possess and dispose of such Property in its own absolute right; to the full extent permitted by applicable law, the Property or any part thereof, may be sold in one parcel and as an entirety, or in such parcels, manner or order as Administrative Agent in its sole discretion may elect, and one or more exercises of the rights herein granted shall not extinguish or exhaust the rights unless the entire Property is sold or the Secured Obligations paid in full; and Administrative Agent, or its assigns, shall collect the proceeds of such sale, applying such proceeds as provided in this Instrument or in the Loan Agreement or as required by applicable law; and Mortgagor agrees that in case of a sale, as herein provided, Mortgagor or any person in possession under Mortgagor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the rights

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hereby granted are in addition to any and all other remedies which Administrative Agent may have at law or in equity. Unless the Property is perishable or threatens to decline speedily in value or is a type customarily sold on a recognized market, Administrative Agent shall give Mortgagor at least ten (10) days prior written notice (or such longer period of time as is mandated by Applicable Law) of the time and place of any such sale of the Property or other intended disposition thereof.

- (c) Exercise any or all of the remedies available to a secured party under the applicable Uniform Commercial Code.
 - (d) In addition to any provision of this Instrument authorizing the Administrative Agent to take or be placed in possession of the Property, or for the appointment of a receiver, the Administrative Agent shall have the right, in accordance with Section 15-1701 and 15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq. (as amended from time to time, the "Act"), to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or the Administrative Agent, if and when placed in possession shall have, in addition to any other powers provided in this Instrument, all rights, powers, immunities and duties provided for in Sections 15-1701 and 15-1702 of the Act.
 - (e) In the event that provisions of this Instrument shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Instrument, but shall not invalidate or render unenforceable any other provisions of this Instrument that can be construed in a manner consistent with the Act. If any provision of this Instrument shall grant to the Administrative Agent any rights or remedies upon default of Mortgagor which are more limited than the rights or remedies that would otherwise be vested in the Administrative Agent under the Act in the absence of said provisions, the Administrative Agent shall be vested with the rights and remedies granted in the Act to the full extent permitted by law.
25. **Application of Proceeds of Foreclosure Sale.** The proceeds of any foreclosure sale of the Property shall be distributed and applied to the Secured Obligations in such manner provided in the Loan Agreement or as otherwise required by Applicable Law.
26. **Conflict with Loan Agreement.** In the event of any conflict between the provisions of this Instrument and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.
27. **No Merger.**
- (a) If Administrative Agent or any other person or entity owning or holding this Instrument shall acquire or shall become vested with the fee title to the Property or any other estate or interest in the Property, such estates shall not merge as a result of such acquisition and shall remain separate and distinct from all other estates and interests in the Property for all purposes after such acquisition. The lien and security interest created hereby shall not be destroyed or terminated by the application of the doctrine of merger, and in such event, Administrative Agent or such other person or entity shall continue to have and enjoy all of the rights and privileges of Administrative Agent hereunder as to each separate estate unless and until Administrative Agent or such other person or entity shall affirmatively elect in writing to merge such estates.

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- (b) Upon the foreclosure of the lien created hereby on the Property, as herein provided, any Leases then existing shall not be destroyed or terminated by application of the doctrine of merger or by operation of law or as a result of such foreclosure unless Administrative Agent or any purchaser at a foreclosure sale shall so elect by written notice to the lessee in question.
28. **Obligations Survive Judgment.**
- (a) All of the Obligations of Mortgagor shall survive the entry of any judgment for foreclosure of this Instrument and shall also survive the entry of any judgment on the Loan Agreement or any of the other Loan Documents. Without limiting the generality of the foregoing, despite the entry of any such judgment, (i) Mortgagor shall continue to be bound by all of Mortgagor's covenants and promises contained in this Instrument and in the other Loan Documents, (ii) this Instrument shall continue to secure all of Mortgagor's Obligations under such promises and covenants, and (iii) any sums advanced by Administrative Agent pursuant to the provisions of the Loan Agreement or this Instrument or any of the other Loan Documents (including but not limited to any payments by Administrative Agent on its behalf, of Impositions, expenses of maintenance, repair or preservation of the Property, costs of insurance incurred by Administrative Agent pursuant to paragraph 3 hereof and any other expenses and advances of Administrative Agent whatsoever, the reimbursement of which by Mortgagor is provided for herein or in any of the other Loan Documents), whether such sums are advanced before or after the entry of any such judgment, shall be secured by this Instrument and be deemed to be guaranteed as defined herein.
- (b) Notwithstanding the entry of any judgment referred to in the above subparagraph (a), interest shall continue to accrue after the entry of any such judgment on all of the Obligations (as defined in the Loan Agreement) at the rate or rates provided for in the Loan Documents (including any applicable default rate or post maturity rate) despite any statutory provision with respect to interest rates on judgments, except to the extent such statutory provision cannot be waived by law, and all such interest shall continue to be secured by this Instrument.
29. **Waiver by Mortgagor.** Mortgagor hereby waives any right relating to and Mortgagor hereby agrees that Mortgagor shall not at any time hereafter have or assert any right pertaining to: the sale of property in the inverse order of alienation, appraisal, valuation, stay, extension, redemption, the maturing or declaring due of the whole or any part of the Secured Obligations, notice, subrogation, or abatement, suspension, deferment, diminution or reduction of any of the Secured Obligations (including set-off), now or hereafter in force.
30. **Administrative Agent as Successor Lessee.** In the event that the Administrative Agent shall succeed to the rights of Mortgagor, as "lessee" to the Ground Lease, then pursuant to the terms of this Instrument, and provided that the lessor recognizes the Administrative Agent as the successor lessee, the Administrative Agent shall be conclusively deemed to have accepted the terms of the Ground Lease. Any provision of this paragraph to the contrary notwithstanding, the Administrative Agent shall: (a) have no obligation to succeed to the rights of Mortgagor, as lessee under said Ground Lease, and shall not incur any liability thereunder unless and until it elects to succeed to such rights; and (b) have no liability for any previous act, omission or default under the said Ground Lease, of any prior "lessee" including, without limitation, the Mortgagor.

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31. **Failure or Indulgence Not Waiver; Remedies Cumulative.** No failure or delay on the part of Administrative Agent in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or any partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power or privilege. All rights and remedies existing under this Instrument are cumulative to, and not exclusive of, any rights or remedies otherwise available. Whether or not for additional interest or other consideration paid or payable to Administrative Agent, no forbearance on the part of the Administrative Agent or extension of the time for the payment of the whole or any part of the Secured Obligations, whether oral or in writing, or any other indulgence given by Administrative Agent to the Mortgagor, or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of the Mortgagor, or the priority of this Instrument or to limit, prejudice or impair any right of Administrative Agent, including, without limitation, the right to realize upon the security, or any part thereof, for the Secured Obligations, or any of them, notice of any such extension, forbearance or indulgence being hereby waived by the Mortgagor and all those claiming by, through or under the Mortgagor.
32. **Interest.** In no event shall the amount of interest (including any fees, commissions and any other amounts which would constitute interest under applicable law governing the maximum interest permitted to be charged) due or payable under the Loan Agreement or under the Notes exceed the maximum rate of interest allowed by applicable law and the interest rate calculated under the terms of the Loan Agreement shall be calculated accordingly so that such maximum lawful rate is not exceeded. In the event any such payment of interest in excess of the maximum lawful rate is inadvertently made by the Mortgagor or inadvertently received by any Administrative Agent, then such excess sum shall be credited as a payment of principal, unless the Mortgagor shall notify such Administrative Agent, in writing, that they elect to have such excess sum returned forthwith. It is the express intent hereof that the Mortgagor not pay and the Administrative Agent not receive, directly or indirectly in any manner whatsoever, interest in excess of that which may legally be paid by the Mortgagor under applicable law.
33. **Additional Terms.** This Instrument shall be subject to such other terms and conditions as may be set forth in any rider attached hereto.
34. **Revolving Credit.** Mortgagor acknowledges and agrees that (a) the Loans, including the Revolving Loans and the indebtedness evidenced by the Revolving Loan Notes may be repaid and readvanced from time to time without notice to, or consent by, Mortgagor, (b) this Instrument secures all advances and readvances of principal under the Revolving Loan Notes, and (c) this Instrument shall remain in full force and effect without loss of priority, until the Secured Obligations are paid in full and all agreements between Mortgagor and the Lenders under the Loan Agreement for further advances under the Loans have been terminated (and, to the full extent permitted by Applicable Law, Mortgagor hereby waives the operation of any Applicable Law, statutory or otherwise, having a contrary effect).
35. **Attorney's Fees.** As used throughout this Instrument, "attorney's fees" shall mean reasonable attorney's fees and expenses.
36. **Severability.** Should any part of this Instrument be declared invalid or void by any court of competent jurisdiction, such decision shall not effect the validity of the remaining provisions hereof, and such remaining provisions shall be deemed to be in full force and effect.

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37. **Modification Not to Affect Priority of Lien.** This Instrument may be modified in accordance with the terms thereof from time to time without affecting the lien or priority of the liens, security interests and encumbrances on the Property created hereby.
38. **Counterparts.** This Instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.
39. **Time of Essence.** Time is of the essence of this Instrument and the performance of each of the covenants and agreements contained herein.
40. **Multi-Deed Real Estate Transaction.** Mortgagor acknowledges that this Instrument is one of a number of Other Deeds of Trust and Security Documents that secure the Obligations. Mortgagor agrees that the lien of this Instrument shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Administrative Agent, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Administrative Agent of any security for or guarantees of any of the Obligations hereby secured, or by any failure, neglect or omission on the part of Administrative Agent to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the Other Deeds of Trust and other Security Documents. The lien and security title hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations secured or of any of the collateral security therefor, including the Other Deeds of Trust and other Security Documents or of any guarantee thereof, and Administrative Agent may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Deeds of Trust and other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Administrative Agent's rights and remedies under any or all of the Other Deeds of Trust and other Security Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Instrument and any exercise of the rights or remedies of Administrative Agent hereunder shall not impair the lien of any of the Other Deeds of Trust and other Security Documents or any of Administrative Agent's rights and remedies thereunder. Mortgagor specifically consents and agrees that the Administrative Agent may exercise their respective rights and remedies hereunder and under the Other Deeds of Trust and other Security Documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.
41. **Cross Collateralization; Cross Default.** Mortgagor acknowledges that the Secured Obligations are secured by, among other things, this Instrument together with additional mortgages, Instruments, deeds of trust or similar security instruments, as the case may be, all as more specifically set forth in the Loan Agreement and Loan Documents (together with their respective assignments of leases and rents and other documents securing or evidencing the Secured Obligations (the "Additional Security Instruments") and encumbering the additional properties (the "Additional Properties"), all as more specifically set forth in the Loan Agreement. Upon the occurrence of an Event of Default, Administrative Agent shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Instrument and any or all of the Additional Security Instruments whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the Secured Obligations or the portion of the Secured Obligations allocated to the land and premises in the Loan Agreement, and the lien and the security interest created by the Additional Security Instruments shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion

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of the Secured Obligations then due and payable but still outstanding. Mortgagor acknowledges and agrees that the land and premises and the Additional Properties are located in one or more states and counties, and therefore Administrative Agent shall be permitted to enforce payment of the Secured Obligations and the performance of any term, covenant or condition of this Instrument, the Loan Agreement, the Loan Documents, or the Additional Security Instruments and exercise any and all rights and remedies under this Instrument, the Loan Agreement, the Loan Documents or the Additional Security Instruments, or as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Administrative Agent, in its sole discretion, in any one or more of the States or counties in which the land and premises or any Additional Property is located. Neither the acceptance of this Instrument, the Loan Agreement, the Loan Documents or the Additional Security Instruments nor the enforcement thereof in any one state or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of this Instrument, the Loan Agreement, the Loan Documents or any Additional Security Instruments through one or more additional proceedings in that state or county or in any other state or county. Any and all sums received by Administrative Agent under this Instrument and the Loan Agreement shall be applied to the Secured Obligations in the order set forth in the Loan Agreement.

42. **Venue.** MORTGAGOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN MORTGAGOR AND ADMINISTRATIVE AGENT PERTAINING TO THIS INSTRUMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS INSTRUMENT; PROVIDED, THAT ADMINISTRATIVE AGENT AND MORTGAGOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE STATE OF NEW YORK; PROVIDED FURTHER, THAT NOTHING IN THIS INSTRUMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE ADMINISTRATIVE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF ADMINISTRATIVE AGENT; AND FURTHER PROVIDED, THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIEN CREATED BY THIS INSTRUMENT SHALL BE LITIGATED IN THE STATE OF NEW YORK. MORTGAGOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND MORTGAGOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO MORTGAGOR AT THE ADDRESS SET FORTH IN THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF MORTGAGOR'S ACTUAL RECEIPT THEREOF OR FIVE (5) BUSINESS DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER POSTAGE PREPAID.

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43. **Jury Trial Waiver.** BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, MORTGAGOR, AND BY ITS ACCEPTANCE OF THIS INSTRUMENT, ADMINISTRATIVE AGENT, HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN ADMINISTRATIVE AGENT AND MORTGAGOR ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP, COURSE OF DEALINGS OR COURSE OF CONDUCT ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS INSTRUMENT OR THE TRANSACTIONS RELATED THERETO. MORTGAGOR AND ADMINISTRATIVE AGENT ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING AND ACCEPTANCE OF THIS INSTRUMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL.
44. **Modification Not to Affect Priority of Lien.** This Instrument may be modified in accordance with the terms thereof from time to time without affecting the lien or priority of the liens, security interests and encumbrances on the Property created hereby.

[SIGNATURE ON FOLLOWING PAGE]

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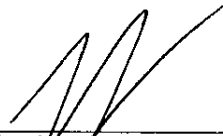
IN WITNESS WHEREOF, This Instrument has been duly executed and delivered by Mortgagor as of the day and year first above written.

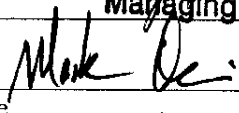
MORTGAGOR:

MOBILITIE INVESTMENTS, LLC,
a Delaware limited liability company

By: Mobilitie Holdings, LLC,
a Delaware limited liability company,
Managing Member

By: Oaktree Capital Management, LLC,
a California limited liability company, Manager

By 
Name Ambrose Fisher
Title Managing Director

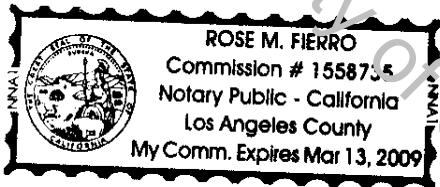
By 
Name Mark Oel
Title Managing Director

Property of Cook County Clerk's Office

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STATE OF California
COUNTY OF Los Angeles) SS

On May 11, 2006, before me, Rose M. Fierro, a Notary Public in and for said State and County aforesaid, duly commissioned and sworn personally appeared Ambrose Fisher and Mark Or..., respectively, known to me to be the Managing Director and Managing Director of Oaktree Capital Management, LLC, a California limited liability company, Manager of Mobilitie Holdings, LLC, a Delaware limited liability company and the Managing Member of Mobilitie Investments, LLC, a Delaware limited liability company, the limited liability company that executed the foregoing Instrument and acknowledged the said Instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said Instrument.



WITNESS my hand and official seal hereto affixed the day and year first written above.

[Handwritten Signature]
Signature of Notary

Commission Expiration Date: 3/13/09

(AFFIX NOTARIAL SEAL)

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SCHEDULE I

List of Lender(s)

TORONTO DOMINION (TEXAS) LLC, a Delaware limited liability company
77 King Street West
18th Floor
Toronto, Ontario, Canada M5K1A2

**COOPERATIVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.,
"RABOBANK NEDERLAND", NEW YORK BRANCH**
10 Exchange Place, 16th Floor
Jersey City, NJ 07302

GENERAL ELECTRIC CAPITAL CORPORATION
Global Media and Communications
Attn.: Mobilitie Account Manager
201 Merritt 7, 4th Floor
Norwalk, CT 06851

CIT LENDING SERVICES CORPORATION
1 CIT Drive
Livingston, NJ 07039
Attn.: Portfolio Manager, CME

KEYBANK, N.A.
127 Public Square
Cleveland, OH 44114
Attn.: Deal Administrator

Property of Cook County Clerk's Office

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LEASEHOLD RIDER

(Mortgage)

1. This Instrument constitutes an encumbrance against the leasehold premises and leasehold estate of Mortgagor pursuant to that certain lease described in Exhibit "A", hereinafter set forth in this Instrument and incorporated herein (the "Ground Lease").

(a) With respect to the Ground Lease, Mortgagor hereby represents, covenants and warrants that: (i) the Ground Lease is in full force and effect and unmodified, except as set forth herein; (ii) all rents (including additional rents and other charges) reserved in the Ground Lease and all services or other consideration to be provided or paid under the Ground Lease by Mortgagor have been paid or provided to the extent they were payable or required prior to the date hereof; (iii) there is no existing default under the provisions of the Ground Lease or in the performance of any of the terms, covenants, conditions, or warranties thereof on the part of Mortgagor; and (iv) except as previously disclosed in writing to Administrative Agent (and excluding all leases of space on any tower, in any equipment shelter and/or for any equipment building or backup generator pad located on the Property), Mortgagor has not sublet the Leasehold Property or assigned the Ground Lease.

(b) Mortgagor shall at all times promptly comply with the terms and conditions of the Ground Lease. Mortgagor covenants that it will not act or fail to act so as to impair the security of this Instrument or constitute a default of the Ground Lease. If Mortgagor shall fail prior to the expiration of any applicable notice or grace period (if any) under the Ground Lease, to fully perform and comply with all agreements, covenants, terms and conditions imposed upon or assumed by it as tenant under the Ground Lease, then, upon the happening of any such event, without limiting the generality of any other provision of this Instrument or any remedy of Administrative Agent hereunder or otherwise available to Administrative Agent and without waiving or releasing Mortgagor from any of its obligations hereunder, Administrative Agent may (but shall not be obligated to) take any action Administrative Agent deems necessary or desirable to prevent or to cure any default by Mortgagor in the performance of or compliance with any of Mortgagor's covenants or obligations under the Ground Lease. Mortgagor shall provide Administrative Agent prompt written notice of any notice of default or breach Mortgagor receives from the landlord with respect to the Ground Lease. Upon receipt by Administrative Agent from Mortgagor or the landlord under the Ground Lease of any written notice of default by tenant thereunder, Administrative Agent may rely thereon and take any action, as aforesaid, to cure such default even though the existence of such default or the nature thereof be questioned or denied by Mortgagor or by any party on behalf of Mortgagor.

(c) If both the landlord's and tenant's estates under the Ground Lease or any portion thereof shall at any time become vested in one owner, this Instrument and the lien and interest created hereby shall not be destroyed or terminated by application of the doctrine of merger. To the full extent permitted by applicable law, upon the foreclosure of the lien and interest created by this Instrument pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Administrative Agent or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Administrative Agent or any such purchaser shall constitute a termination of any lease or sublease unless Administrative Agent or such purchaser shall give written notice thereof to such tenant or subtenant. Mortgagor further

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covenants and agrees that, in case it shall acquire the fee title, or any other estate, title or interest in the Leasehold Property covered by the Ground Lease, including, without limitation, pursuant to the purchase option or right of first refusal, if any, set forth in the Ground Lease, this Instrument shall attach to or cover and be a lien and interest upon such other estate so acquired, and such other estate so acquired by Mortgagor shall be considered as granted, bargained, sold, transferred, assigned or conveyed to Administrative Agent, and the lien and interest hereof shall include such Leasehold Property with the same force and effect as though specifically herein granted, bargained, sold, transferred, assigned or conveyed.

2. The lien and interest created by this Instrument in and to the Ground Lease and the Leasehold Property shall create no estate or title in Administrative Agent greater than that vested in Mortgagor under the Ground Lease.

3. Mortgagor shall not be obligated under this Instrument to perform any of landlord's maintenance or other obligations with respect to the Property which are set forth in the Ground Lease.

4. Administrative Agent's remedies against the landlord under the Ground Lease, with respect to the Property and possession thereof, shall be subject to the terms of the Ground Lease and applicable law.

5. Mortgagor has obtained all necessary consents and approvals from the landlord under the Ground Lease to permit the lien and interest created by this Instrument.

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EXHIBIT A

Description of Leasehold Property

(“Minority Inc.”, Cook County, Illinois)

Exhibit A-1: Description of Real Property attached hereto as Exhibit A-1.

Exhibit A-2: Description of Ground Lease attached hereto as Exhibit A-2.

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EXHIBIT A-1

DESCRIPTION OF REAL PROPERTY

Being a portion of the Land and Premises of the Landlord sufficient for the placement of the "Antenna Facilities" (as defined in the Ground Lease) together with all necessary space for access and utilities, described and depicted as follows:

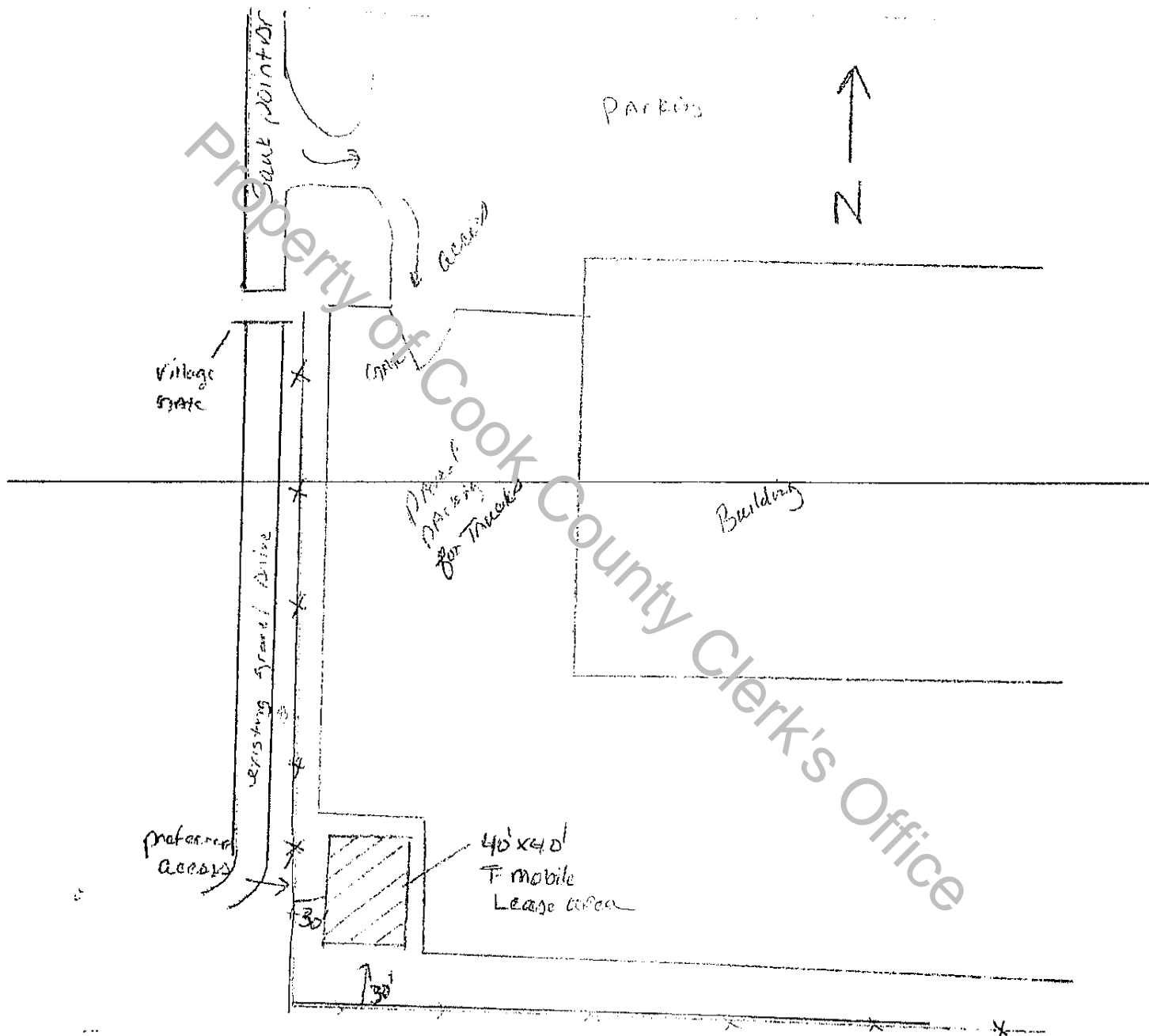
Lot 13 in Sauk Pointe Subdivision (being a Subdivision in the Southeast 1/4 of Section 26 and in the Northeast 1/4 of Section 35, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, as per Plat thereof recorded May 27, 1992 as Document 92368655) and that portion of Lot 15 and that portion of Lot 22 in Sauk Pointe Subdivision lying North of the North line of the South 1115.75 feet of Sauk Pointe Subdivision.

Reference is made to that certain drawing depicting the lease area, attached hereto as Exhibit A-1-1.

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EXHIBIT A-1-1

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



Site Number: CH48-649D
 Site Name: Minority Inc.
 Market: Chicago

Version 10-2-01

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EXHIBIT A-2

DESCRIPTION OF GROUND LEASE

Being that certain Lease Agreement dated as of January 28, 2005 (the "Ground Lease") by and between Chicago Title Land Trust Company Trust Number 1107015, dated May 11, 1999, whose address is c/o R & N Management Company, Inc., P. O. Box 95888, Chicago, IL 60694 ("Lessor") and VoiceStream GSM I Operating Company L.L.C., a Delaware limited liability company ("Original Lessee"), as evidenced by that certain Memorandum of Lease dated as of January 28, 2005, and recorded in the Office of the Register of Deeds, Cook County, Illinois, which Ground Lease was assigned to Mobilitie Investments, LLC ("Lessee") by Assignment and Assumption of Ground Lease (the "Assignment"), which Assignment has been recorded in the aforesaid records.

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EXHIBIT B

"Minority Inc.", Cook County, IL

Landlord

Name:

Chicago Title Land Trust Company Trust No. 1107015, dated May 11, 1999

Address and APN of Landlord's Property:

22401 Sauk Pointe Drive
Sauk Village, Illinois 60411

Cook County, Illinois Real Estate Tax Index No. 32-35-202-003-0000