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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 0913918007 Fee: \$104.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2009 10:23 AM Pg: 1 of 35

Report Mortgage Fraud
800-532-8785

The property identified as:

PIN: 19-20-117-066-0000

Address:

Street: 6216 W. 66th Place

Street line 2:

City: Chicago

State: IL

ZIP Code: 60638

Lender: Bank of America

Borrower: Nalco Company

Loan / Mortgage Amount: \$0.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 777.0 et seq. because it is commercial property.

Certificate number: 78336EAE-E99C-4143-8340-B2CBE2CA6F42

Execution date: 05/13/2009

LK 20F2 DEC 390221 IL 2

35

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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND
FINANCING STATEMENT

From
NALCO COMPANY

as Mortgagor,

To
BANK OF AMERICA, N.A.,

as Collateral Agent, Mortgagee

Dated: May 13, 2009

Premises:

6216 W. 66th Place, Chicago, IL 60638-5299

This instrument prepared in consultation with counsel
in the state in which the Mortgaged Property is located
by the attorney described below and after recording
please return to:

Athy A. Mobilia, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005

First American Title Order #390221 IL2

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THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT dated as of May 13, 2009 (this "Mortgage"), is made by NALCO COMPANY, a Delaware corporation, having an office at c/o Nalco Holdings LLC, 1601 W. Diehl Road, Naperville, IL 60563, Attn: General Counsel (the "Mortgagor" or "U.S. Borrower"), in favor of BANK OF AMERICA, N.A, having an office at One Bryant Park, Mail Code NY1-100-34-07, New York, NY 10036 (the "Mortgagee") as Collateral Agent for the Secured Parties (as such terms are hereinafter defined). Capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Credit Agreement. In the event of an express conflict between the provisions of this Mortgage and the Credit Agreement, the Credit Agreement shall control and govern and the Mortgagor shall comply therewith, otherwise this Mortgage shall control and govern and Mortgagor shall comply herewith. An "express conflict" shall be deemed to be a conflict in which the meaning of one or more provisions of this Mortgage and the Credit Agreement are expressly contradictory to one another on their face; it shall not be an express conflict if this Mortgage or the Credit Agreement, as the case may be, is silent as to or not dispositive of a particular issue while the other addresses such issue.

WITNESSETH THAT:

Reference is made to the Credit Agreement dated as of May 13, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (i) NALCO HOLDINGS LLC, a Delaware limited liability company ("Holdings"); (ii) the U.S. Borrower; (iii) the persons designated as and being, from time to time, the "FOREIGN SUBSIDIARY BORROWERS" party to the Credit Agreement (the "Foreign Subsidiary Borrowers" and, collectively with the U.S. Borrower, the "Borrowers"); (iv) the persons designated as and being, from time to time, the Lenders party to the Credit Agreement; (v) BANK OF AMERICA, N.A, as administrative agent (in such capacity, the "Administrative Agent") and as collateral agent (in such capacity, the "Collateral Agent") for the Lenders; and (vi) BANC OF AMERICA SECURITIES LLC, DEUTSCHE BANK SECURITIES INC., and HSBC SECURITIES (USA) INC., as joint lead arrangers and joint book managers (in such capacity, collectively, the "Joint Lead Arrangers").

Subject to the terms and conditions set forth in the Credit Agreement, each Lender has agreed to make (i) Revolving Facility Loans denominated in Dollars to the U.S. Borrower from its U.S. Lending Office and (ii) Revolving Facility Loans denominated in an Alternative Currency to the U.S. Borrower or Foreign Subsidiary Borrowers from its Global Lending Office, in the case of clauses (i) and (ii) from time to time during the Availability Periods in an aggregate principal amount that will not result in (A) such Lender's Revolving Facility Credit Exposure exceeding such Lender's Revolving Facility Commitment or (B) the Revolving Facility Credit Exposure exceeding the total Revolving Facility Commitments; provided that the Dollar Equivalent of Revolving Facility Loans, Swingline Euro Loans and Letters of Credit denominated in Alternative Currencies outstanding at any time will not exceed One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00). Within the foregoing limits and subject to the terms and conditions set forth in the Credit Agreement, the Borrowers may borrow, prepay and reborrow Revolving Facility Loans. Additionally, this Mortgage secures New Term Loan Commitments.

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The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Mortgage.

Mortgagor is a wholly owned Subsidiary of Holdings and will derive substantial benefit from the extension of credit to the Borrowers pursuant to the Credit Agreement. In order to induce the Lenders to extend such credit, the Mortgagor has agreed to guarantee, among other things, the due and punctual payment and performance of all of the obligations of the Borrowers under the Credit Agreement pursuant to the terms of the U.S. Collateral Agreement.

The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery by the Mortgagor of this Mortgage in the form hereof to secure (a) the Loan Document Obligations (as defined below), (b) the due and punctual payment and performance of all obligations of each Loan Party or Foreign Subsidiary under each Swap Agreement that (i) is in effect on the Closing Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date or (ii) is entered into after the Closing Date with any counterparty that is a Lender or an Affiliate of a Lender at the time such Swap Agreement is entered into, (c) (i) the due and punctual payment and performance of all obligations of Foreign Subsidiaries under Indebtedness incurred pursuant to committed and uncommitted working capital facilities (to the extent such Indebtedness is permitted under Section 6.01(a) of the Credit Agreement and is identified as ordinary working capital Indebtedness on Schedule 6.01 of the Credit Agreement that will be secured by a Lien on the Collateral or is Permitted Refinancing Indebtedness of any such identified Indebtedness that is incurred for working capital purposes in the ordinary course of business on ordinary business terms) that is with a counterparty that is a Lender or an Affiliate of a Lender as of the Closing Date and (ii) the due and punctual payment and performance of all obligations of Foreign Subsidiaries in respect of Indebtedness (to the extent such Indebtedness is permitted to be incurred under Section 6.01(k) of the Credit Agreement and is identified as Indebtedness on Schedule 6.01 (k) of the Credit Agreement (as modified from time to time) that will be secured by a Lien on the Collateral) that is with a counterparty that is a Lender or an Affiliate of a Lender at the time of borrowing and (d) the due and punctual payment and performance of all obligations of U.S. Borrower and any of its subsidiaries in respect of cash management services owed to a Lender or any of its Affiliates (including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements) (all the monetary and other obligations referred to in clauses (a) through (d) being referred to collectively as the "Obligations").

As used in this Mortgage, the term "Loan Document Obligations" means (a) the due and punctual payment by each Borrower of (i) the unpaid principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans made to such Borrower, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by such Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) and obligations to provide cash collateral and (iii) all other monetary obligations of such Borrower to any of the Secured Parties (as

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defined below) under the Credit Agreement and each of the other Loan Documents, including obligations to pay fees, expense and reimbursement obligations and indemnification obligations, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of each Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents and (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Mortgage and each of the other Loan Documents.

As used in this Mortgage, the term "Secured Parties" shall mean (a) the Lenders (and any Affiliate of a Lender to which any obligation referred to in clause (d) of the definition of the term "Obligations" is owed), (b) the Administrative Agent, (c) each Issuing Bank, (d) each counterparty to any Swap Agreement entered into with a Loan Party or a Foreign Subsidiary the obligations under which constitute Obligations, (e) each counterparty to any local working capital indebtedness of a Foreign Subsidiary the obligations under which constitute Obligations pursuant to clause (c) or clause (d) of the definition of such term, (f) the beneficiaries of each indemnification obligation undertaken by any Loan Party under any Loan Document and (g) the successors and permitted assigns of each of the foregoing.

Pursuant to the requirements of the Credit Agreement, the Mortgagor is granting this Mortgage to create a lien on and a security interest in the Mortgaged Property (as hereinafter defined) to secure the performance and payment by the Mortgagor of the Obligations. The Credit Agreement also requires the granting by other Loan Parties of mortgages, deeds of trust and/or deeds to secure debt (the "Other Mortgages") that create liens on and security interests in certain real and personal property other than the Mortgaged Property to secure the performance of the Obligations.

Granting Clauses

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and in order to secure the due and punctual payment and performance of the Obligations for the benefit of the Secured Parties, Mortgagor hereby grants, conveys, mortgages, assigns and pledges to the Mortgagee, a lien on and a security interest in, all of Mortgagor's right, title and interest in and to, all the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

- (1) the land more particularly described on Exhibit A hereto (the "Land"), together with all rights appurtenant thereto, including the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights, water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Mortgagor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "Premises");

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(2) all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "Improvements");

(3) all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof, now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Mortgagor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment, lifts (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), restaurant, bar and all other indoor or outdoor furniture (including tables, chairs, booths, serving stands, planters, desks, sofas, racks, shelves, lockers and cabinets), bar equipment, glasses, cutlery, uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (3), the "Personal Property");

(4) all general intangibles owned by Mortgagor and relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "Permits, Plans and Warranties");

(5) all now or hereafter existing leases or licenses (under which Mortgagor is landlord or licensor) and subleases (under which Mortgagor is sublandlord), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or

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the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, "Leases"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by Mortgagor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("Rents");

(6) all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("Proceeds"), including Proceeds of insurance maintained by the Mortgagor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by the Mortgagor covering any interest in the Mortgaged Property or required by the Credit Agreement; and

(7) all extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Land, the Premises, the Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to the Mortgagor or constructed, assembled or placed by the Mortgagor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by the Mortgagor, all of which shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee, its successors and assigns, for the ratable benefit of the Secured Parties, forever, subject only to Permitted Encumbrances (hereinafter defined) and to satisfaction and release as provided in Section 3.04.

ARTICLE I

Representations, Warranties and Covenants of Mortgagor

Mortgagor agrees, covenants, represents and/or warrants as follows:

SECTION 1.01. Title, Mortgage Lien. (a) Mortgagor has good and valid record fee simple title (insurable at ordinary rates) to the Mortgaged Property, subject only to the matters shown on Exhibit B attached hereto and made a part hereof and subsections (b), (d), (e), (h), (i), (k), (q), (v) and (y) of Section 6.02 of the Credit Agreement (the "Permitted Encumbrances").

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(b) For so long as any of the Obligations remain outstanding, Mortgagor will forever warrant and defend its title to the Mortgaged Property, the rights of Mortgagee therein under this Mortgage and the validity and priority of the lien of this Mortgage thereon against the claims of all persons and parties except those having rights under Permitted Encumbrances to the extent of those rights.

SECTION 1.02. Credit Agreement. This Mortgage is given pursuant to the Credit Agreement. Mortgagor expressly covenants and agrees to pay when due, and to timely perform, and to cause the other Loan Parties to pay when due, and to timely perform, the Obligations in accordance with the terms of the Loan Documents.

SECTION 1.03. Payment of Taxes, and Other Obligations. (a) Mortgagor will pay and discharge from time to time prior to the time when the same shall become delinquent, and before any interest or penalty accrues thereon or attaches thereto, all Taxes and other obligations with respect to the Mortgaged Property or any part thereof or upon the Rents from the Mortgaged Property or arising in respect of the occupancy, use or possession thereof in accordance with, and to the extent required by, the Credit Agreement.

(b) In the event of the passage of any state, Federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof (i) deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or in any manner changing or modifying the laws now in force governing the taxation of this Mortgage or debts secured by mortgages or deeds of trust (other than laws governing income, franchise and similar taxes generally) or the manner of collecting taxes thereon and (ii) imposing a tax to be paid by Mortgagee, either directly or indirectly, on this Mortgage or any of the Loan Documents, or requiring an amount of taxes to be withheld or deducted therefrom, Mortgagor will promptly (i) notify Mortgagee of such event, (ii) enter into such further instruments as Mortgagee may determine are reasonably necessary or desirable to obligate Mortgagor to make any additional payments necessary to put the Lenders and Secured Parties in the same financial position they would have been if such law, order, rule or regulation had not been passed and (iii) make such additional payments to Mortgagee for the benefit of the Lenders and Secured Parties.

SECTION 1.04. Maintenance of Mortgaged Property. Mortgagor will maintain, preserve, protect and keep the Mortgaged Property in good repair, working order and condition (reasonable wear and tear excepted).

SECTION 1.05. Insurance. (a) Mortgagor will keep or cause to be kept the Improvements and Personal Property insured against such risks, and in the manner, described in Schedule 3.21 of the Credit Agreement and shall purchase such additional insurance as may be required from time to time pursuant to Section 5.02 of the Credit Agreement. If any portion of the Mortgaged Property is located in an area identified as a special flood hazard area by Federal Emergency Management Agency or other applicable agency, Mortgagor will purchase flood insurance in accordance with Section 5.02(c) of the Credit Agreement.

(b) Unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by the Credit Agreement, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property. This

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insurance may, but need not, protect the Mortgagor's interest. The coverage that the Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Credit Agreement. If Mortgagee purchases insurance for the Mortgaged Property in accordance with the terms of the Credit Agreement, Mortgagor will be responsible for the cost of the insurance, including interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of the insurance Mortgagor may be able to obtain on its own.

SECTION 1.06. Casualty Condemnation/Eminent Domain. Mortgagor shall give Mortgagee prompt written notice of any casualty or other damage to the Mortgaged Property or any proceeding for the taking of the Mortgaged Property or any portion thereof or interest therein under power of eminent domain or by condemnation or any similar proceeding, but in any case within fifteen (15) days after any such casualty or damage or its receipt of notice of a taking under power of eminent domain or by condemnation or similar proceeding. Any proceeds received by or on behalf of the Mortgagor in respect of any such casualty, damage or taking shall constitute trust funds held by the Mortgagor for the benefit of the Secured Parties and, subject to the provisions of the Pari Passu Intercreditor Agreement, shall be applied to repair, restore or replace the Mortgaged Property.

SECTION 1.07. Assignment of Leases and Rents. (a) Mortgagor hereby irrevocably and absolutely grants, transfers and assigns all of its right title and interest in all Leases, together with any and all extensions and renewals thereof for purposes of securing and discharging the performance by Mortgagor of the Obligations. Mortgagor has not assigned or executed any assignment of, and will not assign or execute any assignment of, any Leases or the Rents payable thereunder to anyone other than Mortgagee, except to the extent permitted pursuant to subsection (b) or (y) of Section 6.02 of the Credit Agreement.

(b) All Leases shall be subordinate to the lien of this Mortgage. Mortgagor will not enter into, modify or amend any Lease if such Lease, as entered into, modified or amended, will not be subordinate to the lien of this Mortgage.

(c) Subject to Section 1.07(d), Mortgagor has assigned and transferred to Mortgagee all of Mortgagor's right, title and interest in and to the Rents now or hereafter arising from each Lease heretofore or hereafter made or agreed to by Mortgagor, it being intended that this assignment establish, subject to Section 1.07(d), an absolute transfer and assignment of all Rents and all Leases to Mortgagee and not merely to grant a security interest therein. Subject to Section 1.07(d), Mortgagee may in Mortgagor's name and stead (with or without first taking possession of any of the Mortgaged Property personally or by receiver as provided herein) operate the Mortgaged Property and rent, lease or let all or any portion of any of the Mortgaged Property to any party or parties at such rental and upon such terms as Mortgagee shall, in its sole discretion, determine, and may collect and have the benefit of all of said Rents arising from or accruing at any time thereafter or that may thereafter become due under any Lease.

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(d) So long as an Event of Default shall not have occurred and be continuing, Mortgagee will not exercise any of its rights under Section 1.07(c), and Mortgagor shall receive and collect the Rents accruing under any Lease; but after the happening and during the continuance of any Event of Default, Mortgagee may, at its option, receive and collect all Rents and enter upon the Premises and Improvements through its officers, agents, employees or attorneys for such purpose and for the operation and maintenance thereof. Mortgagor hereby irrevocably authorizes and directs each tenant, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of a claimed Event of Default sent by Mortgagee to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to Mortgagee without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from the Mortgagor, who shall have no right of claim against any such tenant or successor in interest for any such Rents so paid to Mortgagee. Each tenant or any of such tenant's successors in interest from whom Mortgagee or any officer, agent, attorney or employee of Mortgagee shall have collected any Rents, shall be authorized to pay Rents to Mortgagor only after such tenant or any of their successors in interest shall have received written notice from Mortgagee that the Event of Default is no longer continuing, unless and until a further notice of an Event of Default is given by Mortgagee to such tenant or any of its successors in interest.

(e) Mortgagee will not become mortgagee in possession so long as they do not enter or take actual possession of the Mortgaged Property. In addition, Mortgagee shall not be responsible or liable for performing any of the obligations of the landlord under any Lease, for any waste by any tenant, or others, for any dangerous or defective conditions of any of the Mortgaged Property, for negligence in the management, upkeep, repair or control of any of the Mortgaged Property or any other act or omission by any other person.

(f) Mortgagor shall furnish to Mortgagee, within thirty (30) days after a written request by Mortgagee to do so, a written statement containing the names of all tenants, subtenants and concessionaires of the Premises or Improvements, the terms of any Lease, the space occupied and the rentals and/or other amounts payable thereunder.

SECTION 1.08. *Restrictions on Transfers and Encumbrances.* Mortgagor shall not directly or indirectly sell, convey, alienate, assign, lease, sublease, license, mortgage, pledge, encumber or otherwise transfer, create, consent to or suffer the creation of any lien, charge or other form of encumbrance upon any interest in or any part of the Mortgaged Property, or be divested of its title to the Mortgaged Property or any interest therein in any manner or way, whether voluntarily or involuntarily (other than resulting from a condemnation), or engage in any common, cooperative, joint, time-sharing or other congregate ownership of all or part thereof, except in each case in accordance with and to the extent permitted by the Credit Agreement; *provided*, that Mortgagor may, in the ordinary course of business and in accordance with reasonable commercial standards, enter into easement or covenant agreements that relate to and/or benefit the operation of the Mortgaged Property and that do not materially and adversely affect the value, use or operation of the Mortgaged Property. If any Proceeds are received by or on behalf of the Mortgagor resulting directly or indirectly from any of the foregoing transfers or encumbrances, such Proceeds shall constitute trust funds to be held by the Mortgagor for the benefit of the Secured Parties and applied in accordance with the provisions of the Pari Passu Intercreditor Agreement.

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SECTION 1.09. Security Agreement. This Mortgage is both a mortgage of real property and a grant of a security interest in personal property, and shall constitute and serve as a "Security Agreement" within the meaning of the uniform commercial code as adopted in the state wherein the Premises are located ("UCC"). Mortgagor has hereby granted unto Mortgagee, for the benefit of the Secured Parties, a security interest in and to all the Mortgaged Property described in this Mortgage that is not real property, and simultaneously with the recording of this Mortgage, Mortgagor has filed or will file UCC financing statements, and will file continuation statements prior to the lapse thereof, at the appropriate offices for perfection to perfect the security interest granted by this Mortgage in all the Mortgaged Property that is not real property. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing reasonably requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Mortgagee shall have all rights with respect to the part of the Mortgaged Property that is the subject of a security interest afforded by the UCC in addition to, but not in limitation of, the other rights afforded Mortgagee hereunder and under the Security Agreement.

SECTION 1.10. Filing and Recording. Mortgagor will cause this Mortgage, the UCC financing statements referred to in Section 1.09, any other security instrument creating a security interest in or evidencing the lien hereof upon the Mortgaged Property and each UCC continuation statement and instrument of further assurance to be filed, registered or recorded and, if necessary, refiled, rerecorded and reregistered, in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect the lien hereof upon, and the security interest of Mortgagee in the Mortgaged Property until this Mortgage is terminated and released in full in accordance with Section 3.04 hereof. Mortgagor will pay all filing, registration and recording fees, all Federal, state, county and municipal recording, documentary or intangible taxes and other taxes, duties, imposts, assessments and charges, and all reasonable expenses incidental to or arising out of or in connection with the execution, delivery and recording of this Mortgage, UCC continuation statements any mortgage supplemental hereto, any security instrument with respect to the Personal Property, Permits, Plans and Warranties and Proceeds or any instrument of further assurance.

SECTION 1.11. Further Assurances. Upon demand by Mortgagee, Mortgagor will, at the cost of Mortgagor and without expense to Mortgagee, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or for filing, registering or recording this Mortgage, and on demand, Mortgagor will also execute and deliver and hereby appoints Mortgagee as its true and lawful attorney-in-fact and agent, for Mortgagor and in its name, place and stead, in any and all capacities, to execute and file to the extent they may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments reasonably requested by Mortgagee to evidence more effectively the

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lien hereof upon the Personal Property and to perform each and every act and thing requisite and necessary to be done to accomplish the same.

SECTION 1.12. Additions to Mortgaged Property. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Mortgagor, shall become subject to the lien and security interest of this Mortgage as fully and completely and with the same effect as though now owned by Mortgagor and specifically described in the grant of the Mortgaged Property above, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurances, mortgages, conveyances or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Mortgage.

SECTION 1.13. No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof.

SECTION 1.14. Fixture Filing. Certain portions of the Mortgaged Property are or will become "fixtures" (as that term is defined in the UCC) on the Land, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Mortgaged Property that are or become fixtures.

SECTION 1.15. Future Advances. This Mortgage shall secure future advances whenever hereafter made. The maximum aggregate amount of all advances of principal under the Credit Agreement (which advances are obligatory to the extent the conditions set forth in the Credit Agreement relating thereto are satisfied) that may be outstanding hereunder at any time is Two Billion Five Hundred Million and No/100 Dollars (\$2,500,000,000.00), plus interest thereon, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by Mortgagee by reason of any default by the Mortgagor under the terms hereof, together with all other sums secured hereby.

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ARTICLE II

Defaults and Remedies

SECTION 2.01. Events of Default. Any Event of Default under the Credit Agreement (as such term is defined therein) shall constitute an Event of Default under this Mortgage.

SECTION 2.02. Demand for Payment. If an Event of Default shall occur and be continuing, then, upon written demand of Mortgagee, Mortgagor will pay to Mortgagee all amounts due hereunder and under the Credit Agreement and such further amount as shall be sufficient to cover the costs and expenses of collection, including attorneys' fees, disbursements and expenses incurred by Mortgagee, and Mortgagee shall be entitled and empowered to institute an action or proceedings at law or in equity for the collection of the sums so due and unpaid, to prosecute any such action or proceedings to judgment or final decree, to enforce any such judgment or final decree against Mortgagor and to collect, in any manner provided by law, all moneys adjudged or decreed to be payable.

SECTION 2.03. Rights To Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall occur and be continuing, Mortgagor shall, upon demand of Mortgagee or, forthwith surrender to Mortgagee actual possession of the Mortgaged Property and, if and to the extent not prohibited by applicable law, Mortgagee or by such officers or agents as it may appoint, may then enter and take possession of all the Mortgaged Property without the appointment of a receiver or an application therefor, exclude Mortgagor and its agents and employees wholly therefrom, and have access to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after such demand by Mortgagee, Mortgagee may to the extent not prohibited by applicable law, obtain a judgment or decree conferring upon Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Mortgaged Property to Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor will pay to Mortgagee, upon demand, all reasonable expenses of obtaining such judgment or decree, including reasonable compensation to Mortgagee's attorneys and agents with interest thereon at the weighted average rate payable from time to time on the Loans made pursuant to the Credit Agreement (the "Interest Rate"); and all such expenses and compensation shall, until paid, be secured by this Mortgage.

(c) Upon every such entry or taking of possession, Mortgagee may, to the extent not prohibited by applicable law, hold, store, use, operate, manage and control the Mortgaged Property, conduct the business thereof and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon, (ii) purchase or otherwise acquire additional fixtures, personalty and other property, (iii) insure or keep the Mortgaged Property insured, (iv) manage and operate the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same, or (v) enter into any and all

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agreements with respect to the exercise by others of any of the powers herein granted Mortgagee, all as may from time to time be directed or determined by Mortgagee to be in their best interest and Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact and agents, for Mortgagor and in its name, place and stead, in any and all capacities, to perform any of the foregoing acts. Mortgagee may collect and receive all the Rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (i) all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (ii) the costs of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, (iii) the costs of insurance, (iv) such taxes, assessments and other similar charges as Mortgagee may at its option pay, (v) other proper charges upon the Mortgaged Property or any part thereof and (vi) the compensation, expenses and disbursements of the attorneys and agents of Mortgagee shall apply the remainder of the moneys and proceeds so received first to the payment of the Mortgagee for the satisfaction of the Obligations, and second, if there is any surplus, to Mortgagor, subject to the entitlement of others thereto under applicable law.

(d) Whenever, before any sale of the Mortgaged Property under Section 2.06, all Obligations that are then due shall have been paid and all Events of Default fully cured, Mortgagee will surrender possession of the Mortgaged Property back to Mortgagor, its successors or assigns. The same right of taking possession shall, however, arise again if any subsequent Event of Default shall occur and be continuing.

SECTION 2.04. Right To Cure Mortgagor's Failure to Perform. Should Mortgagor fail in the payment, performance or observance of any term, covenant or condition required by this Mortgage or the Credit Agreement (with respect to the Mortgaged Property), Mortgagee may pay, perform or observe the same, and all payments made or costs or expenses incurred by Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Interest Rate. Mortgagee shall be the judge using reasonable discretion of the necessity for any such actions and of the amounts to be paid. Mortgagee, to the extent not prohibited by applicable law, are hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without having any obligation to so perform or observe and without thereby becoming liable to Mortgagor, to any person in possession holding under Mortgagor or to any other person.

SECTION 2.05. Right to a Receiver. If an Event of Default shall occur and be continuing, Mortgagee, upon application to a court of competent jurisdiction, to the extent not prohibited by applicable law, shall be entitled as a matter of right to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the Rents. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Mortgaged Property is located. Mortgagor shall pay to Mortgagee, upon demand of Mortgagee, all reasonable expenses, including reasonable receiver's fees, reasonable attorney's fees and disbursements, costs and agent's compensation incurred pursuant to the provisions of this Section 2.05; and all such expenses shall be secured by this Mortgage and

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shall be, without demand, immediately repaid by Mortgagor to Mortgagee with interest thereon at the Interest Rate.

SECTION 2.06. *Foreclosure and Sale.* (a) If an Event of Default shall occur and be continuing, Mortgagee may elect to sell the Mortgaged Property or any part of the Mortgaged Property by exercise of the power of foreclosure or of sale granted to Mortgagee, by applicable law or this Mortgage. In such case, Mortgagee may commence a civil action to foreclose this Mortgage, or proceed and sell the Mortgaged Property to satisfy any Obligation. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property, may sell all or such parts of the Mortgaged Property as may be chosen by Mortgagee at the time and place of sale fixed by it in a notice of sale, either as a whole or in separate lots, parcels or items as Mortgagee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder. Mortgagee or an officer appointed by a judgment of foreclosure to sell the Mortgaged Property may postpone any foreclosure or other sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale. Without further notice unless otherwise required by applicable law, Mortgagee or an officer appointed to sell the Mortgaged Property may make such sale at the time fixed by the last postponement, or may, in their discretion, give a new notice of sale. To the extent permitted by applicable law, any person, including Mortgagor, Mortgagee or any designee or affiliate thereof, may purchase at such sale.

(b) The Mortgaged Property may be sold subject to unpaid taxes and Permitted Encumbrances, and, after deducting all costs, fees and expenses of Mortgagee (including costs of evidence of title in connection with the sale), Mortgagee or an officer that makes any sale shall apply the proceeds of sale in the manner set forth in Section 2.08.

(c) Any foreclosure or other sale of less than the whole of the Mortgaged Property or any defective or irregular sale made hereunder shall not exhaust the power of foreclosure or of sale provided for herein; and subsequent sales may be made hereunder until the Obligations have been satisfied, or the entirety of the Mortgaged Property has been sold.

(d) If an Event of Default shall occur and be continuing, Mortgagee may instead of, or in addition to, exercising the rights described in Section 2.06(a) above and either with or without entry or taking possession as herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to specifically enforce payment of some or all of the Obligations, or the performance of any term, covenant, condition or agreement of this Mortgage or any other Loan Document or any other right, or (ii) to pursue any other remedy available to Mortgagee, all as Mortgagee shall determine most effectual for such purposes.

SECTION 2.07. *Other Remedies.* (a) In case an Event of Default shall occur and be continuing, Mortgagee may also exercise, to the extent not prohibited by law, any or all of the remedies available to a secured party under the UCC.

(b) In connection with a sale of the Mortgaged Property or any Personal Property and the application of the proceeds of sale as provided in Section 2.08, Mortgagee shall be

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entitled to enforce payment of and to receive up to the principal amount of the Obligations, plus all other charges, payments and costs due under this Mortgage, and to recover a deficiency judgment for any portion of the aggregate principal amount of the Obligations remaining unpaid, with interest.

SECTION 2.08. Application of Sale Proceeds and Rents. Subject to the terms of the Pari Passu Intercreditor Agreement, Mortgagee shall promptly apply the proceeds, moneys or balances of any collection or sale of the Mortgaged Property together with any Rents that may have been collected and any other sums that then may be held by Mortgagee under this Mortgage in the manner contemplated in Section 5.02 of the U.S. Collateral Agreement.

SECTION 2.09. Mortgagor as Tenant Holding Over. If Mortgagor remains in possession of any of the Mortgaged Property after any foreclosure sale by Mortgagee, at Mortgagee's election Mortgagor shall be deemed a tenant holding over and shall forthwith surrender possession to the purchaser or purchasers at such sale or be summarily dispossessed or evicted according to provisions of law applicable to tenants holding over.

SECTION 2.10. Waiver of Appraisal, Valuation, Stay, Extension Reinstatement and Redemption Laws. Mortgagor waives, to the extent not prohibited by law, (i) the benefit of all laws now existing or that hereafter may be enacted (x) providing for any appraisal or valuation of any portion of the Mortgaged Property and/or (y) in any way extending the time for the enforcement or the collection of amounts due under any of the Obligations or creating or extending a period of redemption from any sale made in collecting said debt or any other amounts due Mortgagee, (ii) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, stay, statute of limitations, extension or redemption, or sale of the Mortgaged Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency, and (iii) all rights of reinstatement, redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of or each of the obligations and marshaling in the event of foreclosure of this Mortgage.

SECTION 2.11. Discontinuance of Proceedings. In case Mortgagee shall proceed to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall be discontinued or abandoned for any reason, or shall be determined adversely to Mortgagee, then and in every such case Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Mortgagee shall continue as if no such proceeding had been taken.

SECTION 2.12. Suits To Protect the Mortgaged Property. Mortgagee shall have power (a) to institute and maintain suits and proceedings to prevent any impairment of the Mortgaged Property by any acts that may be unlawful or in violation of this Mortgage, (b) to preserve or protect their interest in the Mortgaged Property and in the Rents arising therefrom and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would impair the security or be prejudicial to the interest of Mortgagee hereunder.

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SECTION 2.13. *Filing Proofs of Claim.* In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, Mortgagee shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Mortgagee allowed in such proceedings for the Obligations secured by this Mortgage at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or that may become due and payable hereunder after such date.

SECTION 2.14. *Possession by Mortgagee.* Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, any of its property or the Mortgaged Property, Mortgagee shall be entitled, to the extent not prohibited by law, to remain in possession and control of all parts of the Mortgaged Property now or hereafter granted under this Mortgage to Mortgagee in accordance with the terms hereof and applicable law.

SECTION 2.15. *Waiver.* (a) No delay or failure by Mortgagee or any other Secured Party to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust or impair any such right, power or remedy or be construed to be a waiver of any such breach or Event of Default or acquiescence therein; and every right, power and remedy given by this Mortgage to Mortgagee may be exercised from time to time and as often as may be deemed expedient by Mortgagee. No consent or waiver by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of the Obligations shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or of any other obligations by Mortgagor hereunder. No failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall constitute a waiver by Mortgagee of their rights hereunder or impair any rights, powers or remedies consequent on any future Event of Default by Mortgagor.

(b) Even if Mortgagee (i) grants some forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment of any sums secured hereby, (iii) waives or does not exercise some right granted herein or under the Loan Documents, (iv) releases a part of the Mortgaged Property from this Mortgage, (v) agrees to change some of the terms, covenants, conditions or agreements of any of the Loan Documents, (vi) consents to the filing of a map, plat or replat affecting the Premises, (vii) consents to the granting of an easement or other right affecting the Premises or (viii) makes or consents to an agreement subordinating the lien of this Mortgage on the Mortgaged Property; no such act or omission shall preclude Mortgagee from exercising any other right, power or privilege herein granted or intended to be granted in the event of any breach or Event of Default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument executed by Mortgagee, shall this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or part of the Mortgaged Property, Mortgagee are hereby authorized and empowered to deal with any vendee or transferee with reference to the Mortgaged Property secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

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SECTION 2.16. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.16.

SECTION 2.17. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III

Miscellaneous

SECTION 3.01. Partial Invalidity. In the event 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 validity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provision of this Mortgage, and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

SECTION 3.02. Notices. All notices and communications hereunder shall be in writing and given to Mortgagor in accordance with the terms of Section 7.01 of the U.S. Collateral Agreement at the address set forth on the first page of this Mortgage and to the Mortgagee as provided in the Credit Agreement.

SECTION 3.03. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the Premises and the Improvements and shall apply to, bind and inure to, the benefit of the permitted successors and assigns of Mortgagor and the successors and assigns of Mortgagee.

SECTION 3.04. Satisfaction and Cancellation. (a) The conveyance to Mortgagee of the Mortgaged Property as security created and consummated by this Mortgage shall be null and void when all the Loan Document Obligations have been indefeasibly paid in full in cash and the Lenders have no further commitment to lend under the Credit Agreement, the Revolving L/C Exposure has been reduced to zero and each Issuing Bank has no further obligations to issue Letters of Credit under the Credit Agreement.

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(b) Upon a sale or other transfer by Mortgagor of all or any portion of the Mortgaged Property that is permitted by the Credit Agreement to any person that is not a Loan Party, or upon the effectiveness of any written consent to the release of the lien granted hereby in any portion of the Mortgaged Property pursuant to Section 9.08 of the Credit Agreement, the lien of this Mortgage shall be automatically released from the applicable portion of the Mortgaged Property. Mortgagor shall give the Mortgagee reasonable written notice of any sale or financing of the Mortgaged Property prior to the closing of such sale or financing.

(c) In connection with any termination or release pursuant to paragraphs (a) or (b), Mortgagee shall execute and deliver to Mortgagor, at Mortgagor's expense, all documents that Mortgagor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 3.04 shall be without recourse or warranty by the Mortgagee.

SECTION 3.05. Definitions. As used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meanings: (a) "including" shall mean "including but not limited to"; (b) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage or deed of trust"; (d) "obligation" shall mean "obligation, duty, covenant and/or condition"; and (e) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein". Any act that Mortgagee is permitted to perform hereunder may be performed at any time and from time to time by Mortgagee or any person or entity designated by Mortgagee. Any act that is prohibited to Mortgagor hereunder is also prohibited to all lessees of any of the Mortgaged Property. The appointment of Mortgagee as attorney-in-fact for Mortgagor under the Mortgage is irrevocable, with power of substitution and coupled with an interest. Subject to the applicable provisions hereof, Mortgagee has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction, in its sole discretion, whenever such consent, approval, acceptance or satisfaction is required hereunder.

SECTION 3.06. Multisite Real Estate Transaction. Mortgagor acknowledges that this Mortgage is one of a number of Other Mortgages and Security Documents that secure the Obligations. Mortgagor agrees that the lien of this Mortgage shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Mortgagee, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Mortgagee of any security for or guarantees of any of the Obligations hereby secured, or by any failure, neglect or omission on the part of Mortgagee to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the Other Mortgages and other Security Documents. The lien 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 Mortgages and other Security Documents or of any guarantee thereof, and Mortgagee may at Mortgagee's discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages and other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Mortgagee's rights and remedies under any or all of the Other Mort-

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gages and other Security Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Mortgage and any exercise of the rights or remedies of Mortgagee hereunder shall not impair the lien of any of the Other Mortgages and other Security Documents or any of Mortgagee's rights and remedies thereunder. Mortgagor specifically consents and agrees that Mortgagee may exercise its rights and remedies hereunder and under the Other Mortgages and other Security Documents separately or concurrently and in any order that Mortgagee may deem appropriate and waives any rights of subrogation.

SECTION 3.07. No Oral Modification. This Mortgage may not be changed or terminated orally. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate Mortgage, lien or encumbrance.

SECTION 3.08. Last Dollars Secured. If and to the extent this Mortgage secures only a portion of the Indebtedness owing or which may become owing by the Borrowers, the parties agree that any payments or repayments of such Indebtedness by the Borrowers shall be deemed to be applied first to the portion of the Indebtedness that is not secured hereby, it being the parties' intent that the portion of the Indebtedness last remaining unpaid shall be secured thereby.

ARTICLE IV

Particular Provisions

This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Premises are located:

SECTION 4.01. Applicable Law; Certain Particular Provisions. This Mortgage shall be governed by and construed in accordance with the internal law of the state where the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their terms, the Credit Agreement and other Loan Documents shall be governed by the internal law of the State of New York, without regard to principles of conflict of law. Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on this Mortgage in the state where the Mortgaged Property is located. The terms and provisions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix A, the terms and provisions set forth in Appendix A shall govern and control.

SECTION 4.02. Subject to Pari Passu Intercreditor Agreement. Notwithstanding anything herein to the contrary until the Discharge of 2003 Obligations (as defined in the Pari Passu Intercreditor Agreement), (i) the Lien and security interest granted to the Mortgagee pursuant to this Mortgage are expressly subject to the Pari Passu Intercreditor Agreement and (ii) the exercise of any right or remedy by the Mortgagee hereunder with respect to the Lien and security interest granted to the Mortgagee pursuant to this Mortgage is subject to the limitations and provisions of the Pari Passu Intercreditor Agreement. In the event of any

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conflict between the terms of the Pari Passu Intercreditor Agreement and the terms of this Agreement, as they apply to the Lien and security interest granted to the Mortgagee pursuant to the terms of this Agreement, the terms of the Pari Passu Intercreditor Agreement shall govern.

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Exhibit A
to Mortgage

Description of the Land

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

Parcel 1:

Lot 4 (except the Northerly 133.28 feet measured on the East line thereof) and all of Lot 5 in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The North 133.28 feet of Lot 4 (measured on the East line thereof) in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the third Principal Meridian, bounded and described as follows:

Beginning at a point on the South line of the North 50 feet of said quarter Section which is 275 feet West of the East line thereof; thence continuing West on said line, 211.77 feet to the East line of the West 846 feet of said quarter quarter Section; thence South on said line, 210.16 feet to the place of tangency of a curved line convex to the Southeast; thence Southwesterly along said curved line with a radius of 273.94 feet, a distance of 182.51 feet; thence Southwesterly tangent to said curved line 23.64 feet to a point on a line 16 feet Northwesterly from and parallel with a diagonal line running across the aforesaid Southwest quarter of the Northwest quarter of Section 20 from the Southwest corner thereof to a point on the South line of the North 50 feet of said quarter quarter Section which is 175 feet West of the East line thereof; thence Northeasterly along said parallel line 179.46 feet to an intersection with a curved line convex to the Northwest; (said curved line being tangent to a line 18 feet Northwest and parallel with the described diagonal line across said quarter quarter Section and also tangent to the South line of the North 242 feet of said quarter quarter Section; thence Northeasterly along said curved line with a radius of 297.69 feet, a distance of 180.54 feet to an intersection with the West line of the East 275 feet of the said Southwest quarter of the Northwest quarter of Section 20; thence North along said line 193.91 feet to the place of beginning, in Cook County, Illinois.

Parcel 4:

The East 60 feet of the West 300 feet of Block 12 in Frederick H. Bartlett's Chicago Highlands in the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township

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38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at a point on the South line of the North 50 feet of said Southwest quarter of the Northwest quarter of Section 20, which is 528 feet East of the West line thereof; thence South, parallel to said West line, 540.83 feet to the point of tangent of a curved line; thence Southwesterly on a curved line, curve convex to the Southeast and having a radius of 279.69 feet, a distance of 206.65 feet to a point of tangency on a line parallel to and 30 feet Northwesterly of a diagonal line running across the Southwest quarter of the Northwest quarter of said Section 20 from the Southwest corner thereof to a point 50 feet South of the North line and 175 feet West of the East line of said Southwest quarter of the Northwest quarter of Section 20; thence Northeast on said line 30 feet Northwesterly of the described diagonal line 501.76 feet to an intersection with a curved line; thence Northeasterly on a curved line, curve convex to the Southeast and having a radius of 296.94 feet, a distance of 117.96 feet to a point of tangency of said curve, lying on the East line of the West 816 feet of the Southwest quarter of the Northwest quarter, aforesaid; thence North on said line, 242.54 feet to the South line of the North 50 feet of said Southwest quarter of the Northwest quarter; thence West on last described line 288 feet to the place of beginning, in Cook County, Illinois.

Parcel 6:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at a point on the South line of the North 50 feet of said Southwest quarter of the Northwest quarter of Section 20 which is 501 feet East of the West line thereof; thence South parallel to said West line 680.72 feet to the point of tangent of a curved line; thence Southwesterly on a curved line, curve convex to the Southeast and having a radius of 279.69 feet, a distance of 206.65 feet to a point of tangency on a line parallel to and 30 feet Northwesterly of a diagonal line running across the Southwest quarter of the Northwest quarter of said Section 20 from the Southwest corner thereof to a point 50 feet South of the North line and 175 feet West of the East line of said Southwest quarter of the Northwest quarter of Section 20; thence Northeast on said line, 30 feet Northwesterly of the described diagonal line, 188.58 feet to the point of tangent of a curved line; thence Northeasterly on a curved line, curve convex to the Southeast and having a radius of 279.69 feet, a distance of 206.65 feet to the point of tangency on a line 528 feet East of and parallel to the West line of the aforesaid quarter quarter Section; thence North along said line 540.83 feet to the South line of the North 50 feet of said quarter quarter Section; thence West 127 feet to the place of beginning, in Cook County, Illinois.

Parcel 7:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at a point 816 feet East of the West line and 50 feet south of the North line of said quarter quarter Section; thence South parallel with the West line 242.54 feet to the point of tangency of a curved line convex to the Southeast; thence Southwesterly along said curved line with a radius of 296.94 feet, a distance of 117.69 feet to an intersection with a diagonal line 30 feet Westerly from and parallel with a line running from the Southwest corner of the Southwest quarter of the Northwest quarter of Section 20, aforesaid, to a point on the South line of the North 50 feet of said quarter quarter Section which is 175 feet West of the East line thereof; thence Southwesterly

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along said diagonal line 55.83 feet; thence Southeasterly at right angles to said diagonal line 14 feet; thence Northeasterly, parallel with the aforesaid diagonal line, 12.37 feet; thence Northeasterly on a line deflecting 4 degrees 50 minutes 40 seconds to the North from said diagonal line, 23.64 feet to a point tangent on a curved line convex to the Southeast; thence Northeasterly along said curved line with a radius of 278.94 feet a distance of 188.51 feet to its point of tangency on a line 846 feet East of and parallel with the West line of the Southwest quarter of the Northwest quarter of Section 20, aforesaid; thence North along said line 210.16 feet to a point 50 feet South of the North line of said quarter quarter Section; thence West 30 feet to the place of beginning, in Cook County, Illinois.

Parcel 8:

The East 226 feet of the West 401 feet of the South 600 feet of the North 650 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian;

ALSO, a triangular parcel of land in the aforesaid quarter quarter Section described by beginning at a point on the South line of the North 680 feet of the Southwest quarter of the Northwest quarter of said Section 20 which is 178 feet East of the West line thereof; thence West on said line 5 feet; thence South parallel to the West line of said quarter quarter Section, 40 feet; thence in a Northeasterly direction in a straight line to the place of beginning;

ALSO, the South 6 feet of the North 656 feet of the East 161 feet of the West 401 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at a point on the South line of the North 50 feet of the Southwest quarter of the Northwest quarter of Section 20, aforesaid, 25 feet East of the West line thereof; thence East, along said South line of the North 50 feet of the Southwest quarter of the Northwest quarter of said Section 20, a distance of 150 feet; thence South, parallel to the West line of the Southwest quarter of the Northwest quarter of Section 20, aforesaid, a distance of 407 feet; thence West, parallel to the North line of the Southwest quarter of the Northwest quarter of Section 20, aforesaid, a distance of 16 feet; thence South, parallel to the West line of the Southwest quarter of the Northwest quarter of Section 20, a distance of 33 feet to a point 490 feet South of the North line of the Southwest quarter of the Northwest quarter of Section 20; thence Northwesterly along a line (which line, if extended, would strike a point 450 feet South of the North line of the Southwest quarter of the Northwest quarter of Section 20 and 155.5 feet East of the West line of the Southwest quarter of the Northwest quarter of Section 20), a distance of 23.09 feet to its intersection with a line 467 feet South of the North line of said Southwest quarter; thence West, along said line 467 feet South of the North line of said Southwest quarter, a distance of 13.99 feet to a point 143 feet East of the West line of the Southwest quarter of the Northwest quarter of Section 20; thence North, parallel to the West line of the Southwest quarter of the Northwest quarter of Section 20, a distance of 10 feet; thence West, parallel to the North line of the Southwest quarter of the Northwest quarter of Section 20, a distance of 118 feet to a line 25 feet East of and parallel to the West line of the Southwest quarter of the Northwest quarter of Section 20; thence North, on said parallel line, a distance of 407 feet to the place of

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beginning, in Cook County, Illinois.

Parcel 10:

The South 193 feet of the North 650 feet of the East 134 feet of the West 159 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, (except from said tract the two (2) following described parcels: 1) The North 10 feet of the East 16 feet thereof; and 2) That part thereof lying Easterly of a diagonal line connecting the Northwest and Southeast corner of the South 40 feet of the North 490 feet of the East 3.5 feet of the West 159 feet of the Southwest quarter of the Northwest quarter of said Section 20), in Cook County, Illinois.

ALSO, that part of the South 40 feet of the North 690 feet of the East 3 feet of the West 159 feet lying East of a diagonal line joining the Northwest and Southeast corners thereof of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11:

The East 65 feet of the West 240 feet of the South 30 feet of the North 680 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at the Southwest corner of said quarter quarter Section; thence North, along the West line thereof, for a distance of 70 feet to the point of beginning; thence continuing North along said West line, a distance of 13.96 feet to an intersection with a curved line convex to the Southeast and having a radius of 276.94 feet; thence Northeasterly along said curved line for a distance of 314.17 feet to a point of tangency with a line 159 feet East of and parallel with the West line of said quarter quarter Section; thence North along said parallel line for a distance of 531.85 feet; thence East at right angles to the last described line for a distance of 16 feet to a point on a line 175 feet East of and parallel with the West line of said quarter quarter Section; thence South line said parallel line for a distance of 491.79 feet; thence Southerly to a point 177 feet East of the West line of said quarter quarter Section for a distance of 40.05 feet to the point of tangency of a curved line lying on said line 177 feet East of the West line of said quarter quarter Section, curve convex to the Southeast and having a radius of 296.94 feet; thence Southwesterly along said curved line for a distance of 134.22 feet to an intersection with a line which is 30 feet Northwesterly of and parallel with a diagonal line running from the Southwest corner of said Southwest quarter of the Northwest quarter of said Section 20 to a point 175 feet West of the East line and 50 feet South of the North line of said quarter quarter Section; thence Southwesterly on said line 30 feet Northwesterly of the described diagonal line to a point on a line that is 70 feet North of and parallel with the South line of said quarter quarter Section; thence West along the last described line to the point of beginning, all in Cook County, Illinois.

Parcel 13:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

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Beginning at a point 175 feet East of the West line and 650 feet South of the North line of said quarter quarter Section; thence South parallel to the West line of said quarter quarter Section, 298.29 feet; thence Southerly to a point 177 feet East of the West line and 988.79 feet South of the North line of said quarter quarter Section, 40.05 feet to the point of tangency of a curved line lying on said line 177 feet East of the West line of said quarter quarter Section, curve convex to the Southeast radius, 296.94 feet; thence Southwesterly along said curved line, 134.22 feet to an intersection with a diagonal line which is 30 feet Northwesterly of and parallel with a diagonal line running from the Southwest corner of said Southwest quarter of the Northwest quarter of Section 20, to a point 175 feet West of the East line and 50 feet South of the North line of said quarter quarter Section; thence Northeasterly on the described diagonal line 268.60 feet to the point of tangency of a curved curve convex to the Southeast radius 279.69 feet; thence Northeasterly 206.65 feet to the point of tangency of said curve lying on a line 401 feet East of and parallel to the West line of said quarter quarter Section; thence North on said line 80.72 feet to a line 650 feet South of and parallel to the North line of said quarter quarter Section; thence West on said line 226 feet to the point of beginning, excepting however, a triangular parcel of said described tract which is described by beginning at a point on the South line of the North 680 feet of the Southwest quarter of the Northwest quarter of said Section 20, which is 178 feet East of the West line thereof; thence West on said line 3 feet; thence South parallel to the West line of said quarter quarter Section, 40 feet; thence in a Northeasterly direction in a straight line to the point of beginning; also excepting a parcel of land in the Northwest corner of said tract being the South 30 feet of the North 680 feet of the East 65 feet of the West 240 feet of the Southwest quarter of the Northwest quarter of Section 20, aforesaid, and also excepting the South 6 feet of the North 656 feet of the East 161 feet of the West 401 feet of the Southwest quarter of the Northwest quarter of said Section 20, in Cook County, Illinois.

Parcel 14:

The North 40.75 feet of the South 70 feet of the East 1174.50 feet of the West 1238.09 feet of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 15:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at a point 816 feet East of the West line and 50 feet South of the North line of said quarter quarter Section; thence South parallel with the West line thereof, 242.54 feet to the point of curvature of a curved line convex to the Southeast; thence Southwesterly along said curved line with a radius of 296.94 feet, an arc distance of 117.69 feet (as previously deeded) to an intersection with a line that is 30 feet Northwest of and parallel to a diagonal line running from the Southwest corner of the Southwest quarter of the Northwest quarter of Section 20, aforesaid, to a point on the South line of the North 50 feet of said quarter quarter Section, which is 175 feet West of the East line thereof; thence Southwesterly along said parallel line, 55.83 feet to a point of beginning; thence Southeasterly at right angles to aforesaid diagonal line 14 feet; thence Northeasterly parallel to aforesaid diagonal line, 121.17 feet; thence Southeasterly at right angles to aforesaid diagonal line 16 feet to a point on aforesaid diagonal line; thence Southwesterly along aforesaid diagonal line, 163.10 feet; thence Southwesterly, 116.84 feet to a point on aforesaid line that is 30 feet Northwest of and parallel to aforesaid diagonal line, said point being 154.86 feet Southwest to the point of beginning, as measured along said parallel line; thence Northeasterly along said

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parallel line, 154.86 feet to the point of beginning, in Cook County, Illinois.

Parcel 16:

That part of Lot 11 in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, lying East of the West 175 feet thereof, West of the East 429 feet thereof and North of the South 480 feet thereof, together with that part of the East 10 feet of the West 185 feet of the North 100 feet of the South 480 feet of said Lot 11 lying West of a line drawn from the Northeast corner to the Southwest corner of said parcel (excepting from the first above described tract that part of the South 20 feet of the North 564 feet of the West 10 feet thereof which lies West of a line drawn from the Northeast corner thereof to a point 2 feet West of the Southeast corner thereof, in Cook County, Illinois.

EXCEPT from the above described parcel, the land deeded to W. R. Grac & Co. by Deed recorded October 18, 1995 as document 95710314, described as follows:

The North 564 feet of that part of Lot 11 in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, lying East of the West 175 feet thereof, West of the East 429 feet thereof (excepting therefrom that part of the South 20 feet of the North 564 feet of the West 10 feet thereof which lies West of a line drawn from the Northeast corner thereof to a point 2 feet West of the Southeast corner thereof), in Cook County, Illinois.

Parcel 17:

That part of Lot 11 in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described by beginning at the intersection of the North line of the South 480 feet with the East line of the West 175 feet of said lot; thence South parallel with the West line of said Lot, 207.71 feet; thence Southeasterly 40.06 feet to a point on the East line of the West 177 feet of said lot which is 232.29 feet North of the South line of Lot 11; thence Southwesterly along a curved line convex to the Southeast with a radius of 296.94 feet, said curved line being tangent to the East line of the West 177 feet of Lot 11, a distance of 163.11 feet to an intersection with the Southeasterly line of said Lot 11; thence Northeasterly along the Southeasterly line of said lot, 224.12 feet to an intersection with a curved line convex to the Southeast, to the point of tangency of a curved line lying on a line 30 feet Southeasterly of and parallel with the Southeasterly line of Lot 11; thence Northeasterly along said curved line, a radius of 296.94 feet, a distance of 104.54 feet to the point of tangency of said curved line lying on the West line of the East 529 feet of said Lot 11; thence North along said line, 149.02 feet to the North line of South 480 feet of Lot 11, aforesaid; thence West 135.60 feet to the place of beginning; excepting from the above described tract, a parcel of land lying West of a line drawn from a point 10 feet East of the Northwest corner of said tract to a point 100 feet South of the Northwest corner thereof, in Cook County, Illinois.

ALSO

That part of Lot 11 in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described by beginning at the intersection of the North line of the South 480 feet with the West line of the East 429

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feet of said Lot 11; thence South parallel with the East line of said Lot, 18.78 feet to the point of tangency of a curved line on the aforesaid line; thence Southwesterly along said curved line convex to the Southeast with a radius of 278.94 feet, a distance of 224.66 feet to the point of tangency of said curved line lying in the Southeasterly line of said Lot 11; thence Southwesterly along the Southeasterly line of said lot, 45.11 feet to an intersection with a curved line convex to the Southeast, the point of tangency of said curved line lying in a line 30 feet Southeasterly from and parallel with the Southwesterly line of Lot 11, aforesaid; thence Northeasterly along said curved line with a radius of 296.94 feet, a distance of 104.54 feet to the point of tangency of said curved line lying on the West line of the East 529 feet of said Lot 11; thence North along the last described line, 149.02 feet to the North line of the South 480 feet of Lot 11; thence East along said line, 100 feet to the place of beginning, in Cook County, Illinois.

Parcel 18:

That part of Lot 11 in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

The East 134 feet of the West 159 feet of that part lying South of the North 564 feet and North of the South 480 feet of Lot 11, together with that part of the East 3 feet of the West 159 feet of the North 30 feet of the South 480 feet of said Lot 11, lying East of a line drawn from the Northwest corner of the Southeast corner of said parcel, in Cook County, Illinois.

ALSO

The East 134 feet of the West 159 feet of the North 310 feet of the South 480 feet of Lot 11 in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, excepting therefrom a parcel of land in the Northeast corner thereof lying East of a line drawn from a point 3 feet West of the Northeast corner to a point 30 feet South of said corner of the above described tract, and ALSO excepting therefrom a parcel of land lying East of a curved line convex to the East with a radius of 278.94 feet, said curve being tangent to the East line of the tract described at a point 62.25 feet North of the Southeast corner thereof, and intersecting the South line of said tract, 7.04 feet West of the said Southeast corner, in Cook County, Illinois.

ALSO

That part of the South 170 feet, except the West 25 feet thereof of Lot 11, together with that part of Lot 8, except the West 25 feet thereof, in the Fourth Industrial Subdivision, Clearing Illinois, being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, lying West of a curved line, curve convex to the Southeast and having a radius of 278.94 feet, said curve being tangent to a line 159 feet East and parallel to the West line of said Lots 8 and 11, aforesaid, and intersecting the West line of said lots at a point 20 feet South of the West corner between them, in Cook County, Illinois.

Parcel 19:

The West 120 feet of Block 12 in Frederick H. Bartlett's Chicago Highlands, being a Subdivision in Sections 18, 19 and 20, Township 38 North, Range 13, East of the Third

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Principal Meridian, in the City of Chicago, Cook County, Illinois.

Parcel 20:

The East 60 feet of the West 180 feet of Block 12 in Frederick H. Bartlett's Chicago Highlands, being a Subdivision in Sections 18, 19 and 20, Township 38 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois.

Parcel 21:

The East 60 feet of the West 240 feet of Block 12 in Frederick H. Bartlett's Chicago Highlands, being a Subdivision in Sections 18, 19 and 20, Township 38 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois.

Parcel 22:

That part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at a point 186 feet West of the East line and 70 feet North of the South line of said quarter quarter Section; thence North parallel with the East line of said quarter quarter Section, a distance of 200 feet; thence East parallel with the South line of said quarter quarter Section, a distance of 161 feet; thence North, parallel with the East line of said quarter quarter Section, a distance of 180 feet; thence Westerly to a point 450 feet North of the South line and 815.79 feet West of the East line of said quarter quarter Section; thence Southwesterly on a curve with a radius of 279.69 feet convex Northwesterly 145.97 feet; thence Southwesterly on a diagonal line running from a point 50 feet South of the North line and 175 feet West of the East line of said quarter quarter Section to the Southwest corner of said quarter quarter Section, a distance of 470.00 feet; thence Easterly along a line 70 feet North of and parallel to the South line of said quarter quarter Section, a distance of 1082.85 feet to the point of beginning, in Cook County, Illinois.

NEW MEASURED LEGAL DESCRIPTION

TRACT 1:

Part of Block 12, Frederick H. Bartlett's Chicago Highlands, City of Chicago, Cook County, Illinois being more particularly described as follows:

Beginning at the Northwest corner of said Block 12; thence North 89 degrees 59 minutes 31 seconds East, 300.00 feet; thence South 00 degrees 13 minutes 24 seconds East, 264.44 feet; thence South 89 degrees 59 minutes 31 seconds West, 300.00 feet; thence North 00 degrees 13 minutes 24 seconds West, 264.44 feet to the point of beginning.

This description describes all the land described as Parcels 4, 19, 20 and 21 of the record legal description above.

TRACT 2:

Part of the Southwest quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, Village of Bedford Park, Cook County, Illinois, more particularly described as follows:

Commencing at the Northwest corner of the Southwest quarter of the Northwest quarter; thence South 00 degrees 12 minutes 31 seconds East, 50.00 feet; thence North 89 degrees 59 minutes 31 seconds East, 25.00 feet to the point of beginning; thence

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North 89 degrees 59 minutes 31 seconds East, 1032.77 feet; thence South 00 degrees 12 minutes 31 seconds East, 193.91 feet; thence 180.59 feet along the arc of a curve to the left having a radius of 297.69 feet and having a long chord subtended bearing South 66 degrees 08 minutes 32 seconds West, 177.83 feet; thence South 42 degrees 07 minutes 01 seconds West, 70.66 feet; thence South 47 degrees 52 minutes 59 seconds East, 15.98 feet; thence South 42 degrees 07 minutes 10 seconds West, 163.10 feet; thence South 56 degrees 58 minutes 56 seconds West, 116.84 feet; thence South 42 degrees 07 minutes 01 seconds West, 932.47 feet; thence South 89 degrees 59 minutes 31 seconds West, 23.20 feet; thence North 00 degrees 12 minutes 31 seconds West, 13.96 feet; thence 314.13 feet along the arc of a curve to the left having a radius of 278.94 feet and a long chord subtended bearing North 32 degrees 03 minutes 44 seconds East, 297.79 feet; thence North 00 degrees 12 minutes 31 seconds West, 298.85 feet; thence North 04 degrees 29 minutes 48 seconds West, 40.12 feet; thence South 89 degrees 59 minutes 31 seconds West, 131.00 feet; thence North 00 degrees 12 minutes 31 seconds West, 600.00 feet to the point of beginning.

This description describes all the land described as Parcels 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 15 of the record legal description above.

TRACT 3:

Part of the Southwest quarter of the northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, Village of Bedford Park, Cook County, Illinois, more particularly described as follows:

Commencing at the West quarter corner of said Section 20; thence North 00 degrees 12 minutes 31 seconds West, 29.25 feet; thence South 89 degrees 58 minutes 29 seconds East, 63.59 feet to the point of beginning; thence North 00 degrees 12 minutes 29 seconds West, 40.75 feet; thence North 42 degrees 07 minutes 05 seconds East, 469.99 feet; thence 145.97 feet along the arc of a curve to the right having a radius of 297.69 and a long chord subtended bearing North 77 degrees 28 minutes 04 seconds East, 144.51 feet; thence North 89 degrees 57 minutes 31 seconds East, 786.52 feet; thence South 00 degrees 12 minutes 29 seconds East, 180.00 feet; thence South 89 degrees 58 minutes 29 seconds West, 161.00 feet; thence South 00 degrees 12 minutes 29 seconds East, 20.00 feet; thence North 89 degrees 58 minutes 29 seconds East, 91.33 feet; thence South 00 degrees 12 minutes 29 seconds East, 40.75 feet; thence South 89 degrees 58 minutes 29 seconds West, 1,174.50 feet, to the point of beginning.

This description describes all the land described as Parcels 14 and 22 of the record legal description above.

TRACT 4:

Part of Lot 11 in the Fourth Industrial Subdivision Clearing, Illinois, Village of Bedford Park, Cook County, Illinois, being more particularly described as follows:

Commencing at the Northeast corner of said Lot 11; thence South 00 degrees 12 minutes 29 seconds East, 564.00 feet; thence North 89 degrees 59 minutes 31 seconds East, 25.00 feet to the point of beginning; thence North 89 degrees 59 minutes 31 seconds East, 134.00 feet; thence South 00 degrees 12 minutes 29 seconds East, 378.46 feet; thence 62.76 feet along the arc of a curve to the right having a radius of 278.94 feet and a long chord - subtended bearing South 06 degrees 14 minutes 47 seconds West, 62.62 feet; thence South 89 degrees 58 minutes 29 seconds West, 126.96 feet; thence North 00 degrees 12 minutes 29 seconds West, 440.75 feet to the

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point of beginning.

Note: TRACT 4 also includes the following described land:

That part of the South 170 feet; except the West 25 feet thereof, of Lot 11, together with that part of Lot 8, except the West 25 feet thereof, in the Fourth Industrial Subdivision, Clearing, Illinois; being a Subdivision of the Southeast quarter of the Northwest quarter of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, lying West of a curved line, curve convex to the Southeast and having a radius of 278.94 feet; said curve being tangent to a line 159 feet East and parallel to the West line of said Lots 8 and 11 aforesaid, and intersecting the West line of said Lots at a point 20 feet South of the West corner between them, in Cook County, Illinois.

This description describes all the land described as Parcel 18 of the record legal description above.

TRACT 5:

Part of Lot 11 in the Fourth Industrial Subdivision, Clearing, Illinois, Village of Bedford Park, Cook County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of said Lot 11; thence South 00 degrees 12 minutes 29 seconds East, 564.00 feet; thence North 89 degrees 59 minutes 31 seconds East, 175.00 feet to the point of beginning; thence North 89 degrees 59 minutes 31 seconds East, 235.63 feet; thence South 00 degrees 11 minutes 39 seconds East, 149.42 feet; thence 224.46 feet along the arc of a curve to the right having a radius of 278.94 feet and a long chord subtended bearing South 22 degrees 51 minutes 47 seconds West, 218.45 feet; thence South 45 degrees 58 minutes 12 seconds West, 269.23 feet; thence 168.04 feet along the arc of a curve to the left having a radius of 296.94 feet and a long chord subtended bearing North 15 degrees 59 minutes 35 seconds East, 165.80 feet; thence North 03 degrees 04 minutes 12 seconds West, 40.06 feet; thence North 00 degrees 12 minutes 29 seconds West, 338.41 feet to the point of beginning.

This description describes all the land described as Parcels 16 and 17 of the record legal description above.

TRACT 6:

Lots 4 and 5 in the Fourth Industrial Subdivision Clearing, Illinois, Village of Bedford Park, Cook County, Illinois, being more particularly described as follows:

Commencing at the Northwest corner of Lot 11 in the Fourth Industrial Subdivision Clearing, Illinois; thence South 00 degrees 12 minutes 29 seconds East,

1174.76 feet; thence North 89 degrees 58 minutes 29 seconds East, 98.19 feet to the point of beginning; thence North 45 degrees 58 minutes 12 seconds East, 642.32 feet; thence 185.71 feet along the arc of a curve to the right having a radius of 242.0 feet and a long chord subtended bearing North 68 degrees 01 minutes 21 seconds East, 181.19 feet; thence South 89 degrees 59 minutes 04 seconds East 327.70 feet; thence South 00 degrees 11 minutes 33 seconds East, 233.28 feet; thence South 89 degrees 59 minutes 04 seconds East, 50.00 feet; thence South 00 degrees 11 minutes 33 seconds East, 108.42 feet; thence 191.08 feet along the arc of a curve to the right having

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a radius of 240.60 feet and a long chord subtended bearing South 22 degrees 25 minutes 18 seconds West, 186.10 feet; thence South 89 degrees 58 minutes 29 seconds West, 937.70 feet to the point of beginning.

This description describes all the land described as Parcels 1 and 2 of the record legal description above.

65th and Narragansett
Bedford Park, IL

- Tax No.: 19-20-117-066
- Tax No.: 19-20-117-053
- Tax No.: 19-20-116-047
- Tax No.: 19-20-113-005
- Tax No.: 19-20-116-056
- Tax No.: 19-20-116-054
- Tax No.: 19-20-116-039
- Tax No.: 19-20-116-005
- Tax No.: 19-20-116-049
- Tax No.: 19-20-116-036
- Tax No.: 19-20-116-053
- Tax No.: 19-20-116-050
- Tax No.: 19-20-116-055
- Tax No.: 19-20-116-060
- Tax No.: 19-20-116-061
- Tax No.: 19-20-117-068
- Tax No.: 19-20-117-052
- Tax No.: 19-20-117-067
- Tax No.: 19-20-113-001
- Tax No.: 19-20-113-002
- Tax No.: 19-20-113-003
- Tax No.: 19-20-113-004
- Tax No.: 19-20-116-059

Property of Cook County Clerk's Office

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Exhibit B
to Mortgage

Each of the liens and other encumbrances excepted as being prior to the Lien hereof as set forth in Schedule B to the marked Pro Forma Policy issued by First American Title Insurance Company dated as of the date hereof and delivered to Collateral Agent on the date hereof, bearing First American Title Insurance Company reference number 3020-390221IL2 relating to the real property described in Exhibit A attached hereto.

Property of Cook County Clerk's Office

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Appendix A
to Mortgage

Local Law Provisions

None.

Property of Cook County Clerk's Office

