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Illinois Anti-Predatory Lending Database Program



Doc#: 1121322084 Fee: \$148.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/01/2011 02:44 PM Pg: 1 of 57

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 17-16-220-003-0000

Address:

Street: 151 W ADAMS STREET

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60604

Lender: CHEVRON TCI, INC.

Borrower: UST PRIME III HOTEL OWNER, L.P.

Loan / Mortgage Amount: \$7,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: D6B62614-C94D-4416-812E-AA6F5CE9271E

Execution date: 07/28/2011

8392985 / 8852225 / 8835814 92 and one 13

Property of Cook County Clerk's Office

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Date: July 28, 2011

JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

("Mortgage")

From

UST PRIME III HOTEL OWNER, L.P., an Illinois limited partnership, as Mortgagor,

to

CHEVRON TCI, INC., a California corporation, as Mortgagee

This instrument was prepared by and, after
recording, please return to:

Holland & Knight LLP
131 South Dearborn Street, 30th Floor
Chicago, Illinois 60603
Attention: Anthony L. Frink, Esq.

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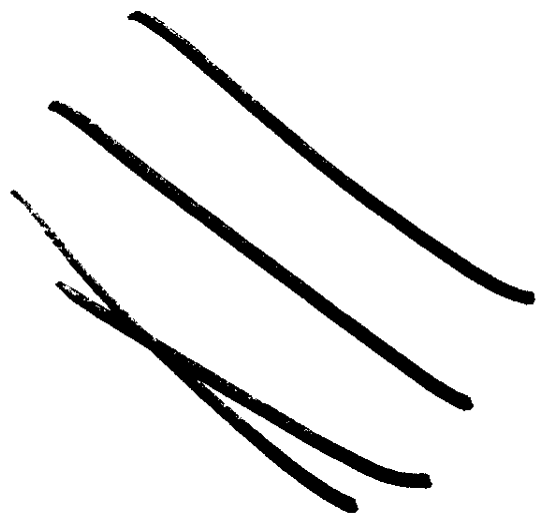
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EXHIBITS

- A Legal Description
- B Permitted Exceptions

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This JUNIOR MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (hereinafter called "Mortgage") is made as of the 28 day of July, 2011, by UST PRIME III HOTEL OWNER, L.P., an Illinois limited partnership ("Mortgagor"), having an address c/o The Prime Group, Inc., 321 N. Clark Street, Suite 2500, Chicago, Illinois 60654, as Mortgagor, to Chevron TCI, Inc., a California corporation having an address at 345 California Street, 30th Floor, San Francisco, California 94104, and any subsequent holder of the Secured Obligations hereinafter set forth (all of whom shall be included within the term "Mortgagee" as used herein), as Mortgagee, Assignee, and Secured Party, as more fully hereinafter set forth.

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee have entered into that certain Loan Agreement of even date herewith (the "Loan Agreement"), pursuant to which, among other things, Mortgagee has agreed, subject to the terms of the Loan Agreement, to make a loan to Mortgagor in the principal amount of Seven Million and 00/100 Dollars (\$7,000,000.00) (the "Loan"). Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement. The Loan is evidenced by that certain Note of even date herewith in the original principal amount of Seven Million and 00/100 Dollars (\$7,000,000.00) (the "Note"); and

WHEREAS, Mortgagor alone, or Mortgagor and/or certain other parties, as the case may be, have executed and delivered to Mortgagee simultaneously with the execution and delivery of the Note and the Loan Agreement, an Environmental Indemnification Agreement (the "Indemnity Agreement"), Guaranty Agreements (collectively, the "Guaranty Agreements") executed by Reschke Chicago Partners, LLC and The Prime Group, Inc. (collectively, the "Guarantor"), and a Junior Assignment of Rents and Leases (the "Assignment of Leases") and the other Loan Documents (as hereinafter defined);

WHEREAS, simultaneously with the execution and delivery of the Loan Agreement, the Note, the Indemnity Agreement, the Guaranty, the Assignment of Leases and the other Loan Documents, Mortgagor has entered into this Mortgage with Mortgagee to secure, among other things, the payment of the Note, the obligations and payments of Mortgagor under the Loan Agreement, Indemnity Agreement, Assignment of Leases and the other Loan Documents and which may be made under the Mortgage covering all of the interest of Mortgagor in, as owner in fee of, the Mortgaged Property (as hereinafter defined);

WHEREAS, Mortgagor entered into that certain Construction Loan Agreement (as amended from time to time, the "Senior Loan Agreement") dated as of March 4, 2008 with The Union Labor Life Insurance Company On Behalf of Separate Account J, a Maryland corporation ("Senior Lender"), pursuant to which Senior Lender has made a construction loan to Mortgagor in the maximum principal amount of \$221,600,000.00 (the "Senior Loan"). The Senior Loan is evidenced by a Note dated as of March 5, 2008 (as amended from time to time, the "Senior Note"). Mortgagor has entered into that certain Mortgage dated March 4, 2008 with Senior Lender (as amended from time to time, the "Senior Mortgage") to secure, among other things, the payment of the Senior Note, and the obligations and payments of Mortgagor under the Senior Loan Agreement and all other documents evidencing or securing the Senior Loan (the Senior

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Loan Documents”). Simultaneously with the closing of the Loan, *inter alia*, the maximum principal amount of the Senior Loan shall be reduced to \$218,000,000.00. This Mortgage shall be subordinate to the Senior Loan Documents; and

WHEREAS, Mortgagor entered in that certain Loan Agreement (as amended from time to time, the “Capri Loan Agreement”) dated as of March 5, 2008 with Capri Urban Investors REIT, a Maryland real estate investment trust (“Capri Lender”), pursuant to which Capri Lender has made a loan to Mortgagor in the maximum principal amount of \$12,500,000. The Senior Loan is evidenced by a Note dated as of March 5, 2008 (as amended from time to time, the “Capri Note”). Mortgagor has entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated March 4, 2008 with Capri Lender (as amended from time to time, the “Capri Mortgage”) to secure, among other things, the payment of the Capri Note, and the obligations and payments to Mortgagor under the Capri Loan Agreement and all other documents evidencing or securing the Capri Loan (the “Capri Loan Documents”). Simultaneously with the closing of the Loan, the Capri Lender has agreed (a) to increase its Loan to \$22,500,000 (the “Capri Loan”); and (b) to subordinate the Capri Loan and related Capri Loan Documents (as defined herein) to this Loan and the Loan Documents, including this Mortgage.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

SECURED OBLIGATIONS

1.1. Security. This Mortgage is executed and delivered by Mortgagor to secure the payment and performance of certain indebtedness, liabilities and obligations owing and to become owing to or in favor of Mortgagee, as follows:

1.1.1 The outstanding principal balance of the Note dated of even date herewith, payable to the order of Mortgagee in the original principal amount of Seven Million and 00/100 Dollars (\$7,000,000.00), together with all interest accruing thereon, being payable in the amounts, at the interest rates and on the dates stipulated therein;

1.1.2 Any and all other amounts, liabilities, and obligations for which or for the performance of which Mortgagor or Guarantor may become indebted or obligated under the terms of this Mortgage, the Loan Agreement, the Note, the Guaranty, the Indemnity Agreement, the Assignment of Leases and any other documents, instruments, recordings or filings that may hereafter be entered into by and between Mortgagor and Mortgagee and/or Guarantor or may be executed and delivered by Mortgagor or Guarantor for the benefit of Mortgagee in connection with the Loan and any other documents or instruments otherwise evidencing, guaranteeing, securing or governing the Loan (this Mortgage, the Loan Agreement, the Note, the Guaranty, the Indemnity Agreement, the Assignment of Leases and all such documents, instruments, recordings and filings are herein collectively referred to as the “Loan Documents”);

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1.1.3 Any and all renewals, increases, rearrangements, modifications, supplements, restatements and extensions of the foregoing items of indebtedness and obligations.

1.2. Secured Obligations. Each and every item of indebtedness described and included in this Mortgage is intended to be fully secured by the liens, assignments, and security interests created under and by virtue of this Mortgage; and all such items so secured (now or hereafter existing) are hereinafter collectively called the "Secured Obligations."

ARTICLE 2

GRANT OF MORTGAGED PROPERTIES

2.1. Mortgaged Property. For the purposes and trusts hereinafter set forth, and for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has GRANTED, SOLD, and CONVEYED, and by these presents does CONVEY, MORTGAGE AND WARRANT, unto Mortgagee, all the following described property (collectively, the "Mortgaged Property"), to wit:

2.1.1 All of Mortgagor's right, title and interest in and to that certain real property situated in Cook County, Illinois, more particularly described in Exhibit A attached hereto and hereby made a part hereof (the "Land") (the State in which the Land is located is sometimes hereinafter referred to as the "Jurisdiction"), and all rights, benefits, privileges, and interests of Mortgagor in the Land, together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or thereafter belonging or in any way appertaining thereto, including, without limitation that certain Reciprocal Easement and Operating Agreement by and between Mortgagor and JST Prime III Office Owner, L.P., an Illinois limited partnership (the "REA") and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

2.1.2 All of Mortgagor's right, title and interest (including security interests) in and to the structures, improvements, the buildings and any additions and alterations thereto or replacements thereof, now or hereafter erected upon the Land (all of the foregoing being collectively referred to as the "Improvements"), and in addition, all of Mortgagor's right, title and interest in and to all FF&E (as hereinafter defined) of every kind and nature whatsoever now or hereafter located in and about said Improvements, and all appliances, apparatus, machinery, furnishings and articles of personal property now or hereafter attached or affixed to, placed upon or used in any way in connection with the use, enjoyment, operation or occupancy of the Improvements, including without limitation all landscaping and gardening equipment, all heating and incinerating apparatus and equipment whatsoever, all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ranges, cooking utensils and apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing and prevention apparatus, gas and electrical fixtures, elevators, escalators, partitions, lockers, cabinets, window covering and all hardware therefor,

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carpeting and other floor covering, lighting fixtures, lamps and hotel furniture, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies and shrubbery and plants, all of which property mentioned in this paragraph shall be deemed part of the realty mortgaged hereby and not severable wholly or in part without material injury to the freehold (the "Personal Property") (the Land, the Improvements and the Personal Property being collectively referred to herein as the "Premises"). Notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code as enacted in the Jurisdiction), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as debtor, all in accordance with said Uniform Commercial Code, as more particularly set forth in Article III hereof;

2.1.3 All of Mortgagor's estate, of whatever nature, in and to all of the easements, rights, privileges, appurtenances, air rights and development rights now or hereafter belonging or in any wise appertaining to the Premises, and all of the estate, right, title, interest, claim or demand whatsoever, either in law or in equity, in possession or expectancy of Mortgagor, therein and in the streets and ways, open or proposed, adjacent thereto, and in and to all strips and gores, vaults, alleyways, sidewalks and passages used in connection with the Land;

2.1.4 All of Mortgagor's right, title and interest (including security interests) in and to the working capital and other similar accounts (including without limitation reserves for the replacement of Personal Property), and all inventory accounts, accounts receivable, contract rights, refunds (including real estate tax refunds) deposits, general intangibles, chattel paper, instruments, documents, notes, drafts, letters of credit, interest rate exchange agreements and interest rate protection products and insurance policies arising from or related to the Premises (collectively, the "Accounts") and including all replacements and substitutions for, or additions to, all products and proceeds of any of the foregoing;

2.1.5 All of Mortgagor's right, title and interest (including security interests) in all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation or management of the Premises including, without limitation, the Hotel Agreements;

2.1.6 All unearned premiums accrued or to accrue under all insurance policies for the Premises obtained by Mortgagor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into or liquidated claims, proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds of real estate taxes and assessments (the "Proceeds");

2.1.7 All of Mortgagor's right, title and interest (including security interests) in and to all trade names, trademarks and service marks now or hereafter used in connection with the Premises or any part thereof or any other part of the Premises, together with good will appurtenant thereto;

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2.1.8 All of Mortgagor's right, title and interest (including security interests) in and to the Master Lease and the Master Sublease, including all amendments, modifications, renewals and replacements thereof and all rights, benefits, privileges and interests (including security interests) of Mortgagor in the Master Lease and Master Sublease and all deposits, credits, options, privileges and rights of Mortgagor as landlord under the Master Lease and Master Sublease and in and to all trade leases, subleases, lettings, licenses and other occupancy agreements, and guarantees thereof, for the Premises or any part thereof (collectively with the Master Lease and Master Sublease, "Leases" and, individually, a "Lease"), including any cash or other security deposited thereunder, and the rents, issues, profits, revenue, royalties (collectively the "Rents") payable under the Leases;

2.1.9 All of the books, computer software, records and files of or relating to the Premises now or hereafter maintained by Mortgagor or for its account;

2.1.10 All of Mortgagor's right, title and interest (including security interests) in and to the awards and claims for damages made and to be made for the taking by eminent domain of the whole or any part of the Premises, including without limitation any awards for change of grade of streets, all of which awards Mortgagor hereby assigns to Mortgagee;

2.1.11 All of Mortgagor's right, title and interest (including security interests) in and to all licenses, permits, and warranties attributable or allocable to all or any portion of the Premises, both real and personal;

2.1.12 All of Mortgagor's right, title and interest (including security interests) in and to all mineral, water, oil and gas rights and privileges and royalties pertaining to the Premises;

2.1.13 All of Mortgagor's right, title and interest (including security interests) in all of the collateral granted to Mortgagor by the Master Tenant pursuant to Section 11.1 of the Master Lease; and

2.1.14 All of Mortgagor's right title and interest in the proceeds of the foregoing;

TO HAVE AND TO HOLD the Land, and the above granted and described Mortgaged Property for the benefit of Mortgagee, its successors and assigns forever, and Mortgagor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property, subject only to the Senior Loan Documents and the specific matters, if any, set forth in **Exhibit B** attached hereto and hereby made a part hereof, and any future matters approved in writing by Mortgagee, as Permitted Exceptions (collectively, "Permitted Exceptions"), to Mortgagee against every person or entity whomsoever lawfully claiming or to claim the same or any part thereof.

2.2. Release of Mortgage. This conveyance, however, is intended as a mortgage and security agreement and is made upon the following trust, terms, and conditions, to wit:

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2.2.1 In the event Mortgagor shall perform and pay the Secured Obligations (including payment of all principal and interest, and all reasonable charges, disbursements and fees of Mortgagee's attorneys, if any, owing or to become owing thereon) to Mortgagee when the same shall become due, then this Mortgage shall be null and void and shall be released at Mortgagor's sole cost and expense;

2.2.2 Otherwise this Mortgage shall continue in full force and effect.

ARTICLE 3

SECURITY AGREEMENT

3.1. Grant of Security Interest. Without limiting any of the other provisions of this Mortgage, Mortgagor, as Debtor (referred to in this Article III as "Debtor," whether one or more), expressly GRANTS unto Mortgagee, as Secured Party (referred to in this Article III as "Secured Party," whether one or more), a security interest in all the Mortgaged Property (including both those now and those hereafter existing) to the full extent that any portion of the Mortgaged Property may be subject to the Uniform Commercial Code as enacted in the Jurisdiction (hereinafter referred to as the "Uniform Commercial Code").

3.2. Covenants of Debtor. Debtor covenants and agrees with Secured Party that:

3.2.1 In addition to any other remedies granted in this Mortgage to Secured Party (including specifically, but not limited to, the right to proceed against the Mortgaged Property in accordance with the rights and remedies in respect of the Mortgaged Property which are real property pursuant to the Uniform Commercial Code), Secured Party may, should an Event of Default (as defined in Article V hereof) occur, proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Property (such portion of the Mortgaged Property being referred to in this Article III as the "Collateral"), and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code, including without limitation the right and power to sell, at one or more public or private sales, or otherwise dispose of, lease, or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Uniform Commercial Code after default by a debtor. Without limiting the foregoing, Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale and sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor, whether on the Land or elsewhere. Debtor further agrees to allow Secured Party to use or occupy the Mortgaged Property, without charge, for the purpose of perfecting any of Secured Party's remedies in respect of the Collateral. The net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all actual expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any or all of the Collateral or in any way relating to the rights of Secured Party hereunder, including all attorneys' charges, disbursements and reasonable fees, shall be received by Secured Party and credited against the payment in whole or in part of the indebtedness secured hereby. To the extent permitted by

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applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention or sale of the Collateral, except for claims, damages and demands due to the gross negligence or willful misconduct of Secured Party in dealing with such Collateral. Mortgagor agrees that Secured Party need not give more than ten (10) days' notice of the time and place or any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters.

3.2.2 Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral without the signature of Debtor whenever lawful, and Debtor irrevocably constitutes and appoints each of Secured Party, and each of the officers of Secured Party, as Debtor's attorney-in-fact coupled with an interest for such purpose; and Debtor agrees to execute such financing and continuation statements as Secured Party may reasonably request.

3.2.3 Debtor hereby represents and warrants that no financing statement naming Debtor as the debtor thereunder (other than financing statements showing Secured Party as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted by this Mortgage covering any of the Collateral or any proceeds thereof, other than the Senior Loan Documents and the Capri Loan Documents) is on file in any public office except pursuant hereto; and Debtor will at its own cost and expense, upon demand, furnish to Secured Party) such further information and will execute and deliver to Secured Party such financing statements and other documents in form reasonably satisfactory to Secured Party and will do all such acts as Secured Party may at any time or from time to time reasonably request or as may be necessary or reasonably appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject to no other liens or encumbrances, other than the Senior Loan Documents and the Capri Loan Documents and liens or encumbrances benefiting Secured Party and no other party and to liens and encumbrances (if any) expressly permitted by this Mortgage; and Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is reasonably deemed by Secured Party to be desirable.

3.2.4 To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Mortgaged Property.

3.2.5 Certain of the Collateral is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land and Improvements, and this Mortgage upon being filed for record in the real estate records of Cook County shall operate also as a financing statement and fixture filing upon such of the Collateral which is or may become fixtures.

3.2.6 Any copy of this Mortgage which is signed by Debtor or any carbon, photographic or other reproduction of this Mortgage may also serve as a financing statement under the Uniform Commercial Code by Debtor, whose address is set forth hereinabove, in favor of Secured Party, whose address is set out hereinabove. Debtor hereby authorizes Secured Party

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to file such Uniform Commercial Code Financing Statements as Secured Party deems necessary to perfect a security interest in the Collateral.

ARTICLE 4

CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF MORTGAGOR

Mortgagor hereby represents and warrants to and covenants with Mortgagee as follows:

4.1. Payment of Indebtedness. Mortgagor shall (a) pay the Secured Obligations at the time and place and in the manner specified in the Loan Documents, all in such coin or currency of the United States of America which at the time of such payment shall be legal tender for the payment of public and private debts, and (b) timely, fully and faithfully perform, discharge, observe and comply with each and all of Mortgagor's obligations to be performed under the Loan Documents. Mortgagor hereby represents and warrants that, as of the date hereof, there exist no offsets, counterclaims or defenses against the Secured Obligations.

4.2. Title. Mortgagor has and will at all times have (subject to the further provisions of this Mortgage) good, marketable and indefeasible fee title to the Mortgaged Property, subject to no lien, pledge, mortgage, mechanic's or materialman's lien, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, restrictive covenant, encumbrance or other restriction, limitation, charge or right of others of any kind whatsoever (collectively, "Liens"), other than the Senior Loan Documents, Capri Loan Documents and Permitted Exceptions and Liens Mortgagor is contesting and has bonded over or provided title insurance coverage over or other security pursuant to Section 4.6 hereof. This Mortgage is and will at all times remain a valid and enforceable second lien on the Mortgaged Property, subject only to the Senior Loan Documents, the Capri Loan Documents and the Permitted Exceptions. Subject to the Senior Loan Documents, the Capri Loan Documents and the Permitted Exceptions, Mortgagor hereby covenants and agrees that it will preserve such title, and will forever warrant and defend the same to Mortgagee, its successors and assigns, and will forever warrant and defend the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever.

4.3. Maintenance of Partnership/Corporate Existence; Due Authorization; Compliance with Laws; Etc.

4.3.1 Mortgagor is and shall remain a limited partnership validly organized and in good standing under the laws of the State of Illinois, and Mortgagor covenants that it will do all things necessary to preserve and keep in full force and effect its existence, rights and privileges as a limited partnership under the laws of such state. Mortgagor now has and shall continue to have the full right, power and authority to operate and lease the Premises, to encumber the Mortgaged Property as provided herein and to perform all of the other obligations to be performed by Mortgagor under the Loan Documents. Mortgagor is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with

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respect to Mortgagor has been initiated. To the best of Mortgagor's knowledge after reasonable inquiry, (a) Master Tenant is a limited liability company validly organized and in good standing under the laws of the State of Illinois, (b) Master Tenant has full right, power and authority to operate and lease the Premises and carry on its business, and (c) Master Tenant is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to Master Tenant has been initiated. To the best of Mortgagor's knowledge after reasonable inquiry, (a) Master Sublessee is a limited partnership validly organized and in good standing under the laws of the State of Illinois, (b) Master Sublessee has full right, power and authority to operate and lease the Premises and carry on its business, and (c) Master Sublessee is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to Master Sublessee has been initiated.

4.3.2 The execution and delivery of the Loan Documents by the Mortgagor, and performance by Mortgagor of its obligations thereunder have been duly authorized by all necessary corporate and/or partnership action on the part of Mortgagor and its constituent entities, and do not and will not violate any present or future law or any regulation, order, writ, injunction or decree of any court or governmental or quasi-governmental body, agency or other instrumentality (collectively, "Governmental Authorities") applicable to Mortgagor or the Mortgaged Property (collectively, "Laws"), or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or (except as created by this Mortgage) result in the creation or imposition of any lien of any nature whatsoever upon any of the assets of Mortgagor pursuant to the terms of, any mortgage, deed of trust, indenture, agreement or instrument to which Mortgagor is a party or by which it or any of its properties is bound.

4.3.3 All authorizations, consents and approvals of, notices to, registrations or filings with, or other actions in respect of or by any Governmental Authority, required in connection with the execution and delivery of the Loan Documents by the Mortgagor, and performance by Mortgagor of its obligations thereunder have been duly obtained, given or taken and are in full force and effect.

4.3.4 No material default has occurred and is continuing under the REA, the Master Lease, the Master Sublease or the Hotel Agreements, or under any indenture or other material agreement or instrument to which Mortgagor is a party or by which its property is bound.

4.3.5 Mortgagor is and shall remain a single asset entity and agrees that it will not acquire any additional real property without the prior written consent of Mortgagee which consent may be withheld in its sole discretion and shall cause Master Tenant and Master Sublessee to be and remain single asset entities and not acquire any interest in any additional real property without the prior written consent of Mortgagee which consent may be withheld in its sole discretion.

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4.4. Compliance With Law and Insurance Requirements; Maintaining Permits; Etc.

4.4.1 Mortgagor, at its own sole cost and expense, shall promptly comply or cause Master Tenant, Master Sublessee and the parties to the Parking Agreement to comply in all material respects with all Laws, and all orders, rules and regulations (collectively, "Orders") of the National and Local Boards of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Mortgaged Property or any part thereof, or to the use or manner of use of the Mortgaged Property or the owners, tenants, licensees or occupants thereof, whether or not any such Laws or Orders shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property. Mortgagor shall also or shall cause Master Tenant or Master Sublessee and the parties to the Parking Agreement to procure, pay for and maintain all permits, licenses, approvals and other authorizations, necessary for the operation of its business at the Premises and the lawful use and occupancy of the Premises, or any part thereof, in connection therewith.

4.4.2 Mortgagor shall, at its own sole cost and expense, or shall cause Master Tenant, Master Sublessee and the parties to the Parking Agreement to observe and comply in all material respects with the requirements of the policies of public liability, fire and all other insurance at any time in force with respect to the Mortgaged Property, and Mortgagor shall, in the event of any violation or attempted violation of the provisions of this subsection or subsection 4.4.1 by any occupant of any portion of the Premises, take steps, immediately upon actual knowledge of such violation or attempted violation, to remedy or prevent the same, as the case may be.

4.4.3 Mortgagor shall have the right, after Notice as hereinafter defined to Mortgagee, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Mortgagor, the validity or application of any Laws, Orders or other matters of the nature referred to in subsection 4.4.1, subject to the following:

(i) If by the terms of any such Law or Order, compliance therewith pending the prosecution of any such proceeding may legally be delayed without subjecting Mortgagor, Mortgagee, Master Tenant, Master Sublessee or the parties to the Parking Agreement to any liability (other than for the payment or accrual of interest), civil or criminal, for failure so to comply therewith, or if any lien, charge or civil liability would be incurred by reason of any such delay, the same would not subject the Mortgaged Property or any part thereof to forfeiture, loss or suspension of operations, and Mortgagor (a) furnishes Mortgagee security satisfactory to Mortgagee against any loss or injury by reason of such contest or delay, and (b) prosecutes the contest with due diligence, then Mortgagor may delay compliance therewith until the final determination of any such proceeding.

(ii) Mortgagor covenants that Mortgagee shall not suffer or sustain any liabilities or expenses by reason of any act or thing done or omitted to be done by Mortgagor, Master Tenant, Master Sublessee or the parties to the Parking Agreement

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pursuant to this subsection and that Mortgagor shall indemnify and hold harmless Mortgagee from any such liability or expense.

4.5. Taxes and other Charges. Subject to the provisions of Section 4.7 hereof, Mortgagor, from time to time when the same shall become due and payable and before any fine, penalty or additional interest may be added or imposed for late payments, will or will cause Master Tenant pursuant to the Master Lease or Master Sublessee pursuant to the Master Sublease or the parties to the Parking Agreement to pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges, whether of a like or different nature, and any easement fees or charges, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use, possession or sale thereof (collectively, "Impositions"). If any special assessment is payable in installments without payment of any penalty or premium, other than interest at a non-default rate prior to the due date of such installment, then Mortgagor may or may permit Master Tenant or Master Sublessee, as the case may be, to pay the same in installments. Mortgagor will deliver or cause Master Tenant or Master Sublessee to deliver to Mortgagee receipts or other evidence reasonably satisfactory to Mortgagee of the payment of all Impositions, promptly after the due date thereof. Mortgagor shall not claim or demand or be entitled to any credit or credits on account of the Secured Obligations for any part of the Impositions, and no deduction shall otherwise be made or claimed from the taxable value of this Mortgage or the Secured Obligations.

4.6. Discharge of Liens. Other than Permitted Liens, Mortgagor shall pay, or shall cause Master Tenant or Master Sublessee to pay, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a Lien on the Mortgaged Property or any part thereof, or on the revenues, rents, royalties, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the lien of the Mortgage shall be fully preserved at the sole cost and expense of Mortgagor and without expense to Mortgagee. If any such Liens are filed, Mortgagor will cause, or shall cause Master Tenant or Master Sublessee to cause, the same to be (i) permanently discharged of record by payment or otherwise, (ii) bonded over or (iii) insured over with title insurance, unless Mortgagor shall in good faith and at its own expense, be contesting such Lien or Liens or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon or the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest Mortgagor shall provide an indemnity bond, title insurance or other security reasonably satisfactory to Mortgagee to cover the amount of the contested item or items and the amount of the interest and penalties covering the period through which such proceedings may be expected to last, and in any event assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and if Mortgagor shall have posted a bond as security against payment of any such Lien, interest, penalties and other charges related thereto, Mortgagee shall be named as an

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additional obligee under the bond. Except as provided above, Mortgagor will not directly or indirectly create, incur or suffer to exist any Lien on the Mortgaged Property or any part thereof (including without limitation any Lien securing the repayment of a loan made to Mortgagor by any partner(s), shareholder(s), officer(s), director(s) or trustee(s) of Mortgagor), whether or not junior to the lien of this Mortgage, other than the Senior Loan Documents, the Capri Loan Documents and the Permitted Exceptions, and such other documents as may be executed as further security for the Note or in favor of Mortgagee.

4.7. Contest of Impositions. Nothing in Section 4.5 shall require the payment or discharge of any Imposition so long as Mortgagor, Master Tenant or Master Sublessee, as the case may be shall in good faith and at their respective own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon or the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest Mortgagor shall provide or shall cause Master Tenant or Master Sublessee, as the case may be, to provide security reasonably satisfactory to Mortgagee to cover the amount of the contested item or items and the amount of the interest and penalties covering the period through which such proceedings may be expected to last, and in any event assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; if Mortgagor shall have posted a bond as security against payment of any Imposition, interest, penalties and other charges related thereto, Mortgagee shall be named as an additional obligee under the bond.

4.8. Mortgagee's Taxes. Mortgagor will pay all taxes incurred by Mortgagee by reason of Mortgagee's ownership of the Note, this Mortgage or any other Loan Document, including without limitation all real estate transfer and like taxes imposed in connection with a transfer of ownership of all or a portion of the Mortgaged Property pursuant to a foreclosure, a deed in lieu of foreclosure or otherwise. Notwithstanding the foregoing, neither Mortgagor, Master Tenant nor Master Sublessee shall be required to pay any income or franchise taxes imposed on Mortgagee.

4.9. Use of Mortgaged Property. Mortgagor will (or will cause Master Tenant or Master Sublessee to) maintain, preserve and renew from time to time the REA and such rights of way, easements, grants, privileges, licenses and franchises as are necessary for the use and operation of the Mortgaged Property in the manner heretofore used and operated, and will not use or operate, or permit the use or operation of, the Mortgaged Property for any other purpose (other than incidental uses related to such primary use), initiate, join in or consent to any new private restrictive covenant (apart from any Permitted Exception), easement or other public or private restrictions to the use of the Mortgaged Property, without the prior written consent in each instance of Mortgagee, which may be withheld in its sole discretion. Mortgagor shall, however, and shall cause Master Tenant and Master Sublessee to, comply in all material respects with the REA and all lawful and restrictive covenants which may at any time affect the Mortgaged Property and with zoning ordinances and other private or public restrictions as to the use thereof. Mortgagor will not (and will cause Master Tenant or Master Sublessee to not) cause

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or maintain any nuisance in, at or on the Mortgaged Property. Mortgagor will (or will cause Master Tenant or Master Sublessee to) pay or cause to be paid all charges under the REA and the Parking Agreement, and for all public and private utility services, all public or private highway services (if any), all public or private communications services and all sprinkler systems and protective services at any time rendered to or in connection with the Mortgaged Property or any part thereof, will comply in all material respects or use reasonable efforts to cause compliance with all contracts relating to any such services, and will do all other things required for the maintenance and continuance of all such services.

4.10. Maintenance of Mortgaged Property. Mortgagor shall (or will cause Master Tenant or Master Sublessee to) maintain the Mortgaged Property, including all streets, sidewalks and curbs comprising same, in good repair and condition, and will continuously (other than during periods of repair after major casualty or substantial condemnation, with respect to the portions of the Mortgaged Property damaged or condemned) operate the Mortgaged Property as a five star hotel in the manner and for the purposes heretofore used, and, at their respective sole cost and expense, will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary or extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end, and upon being apprised of any material defect in the repair or condition of the Mortgaged Property, will repair or cure, or cause to be repaired or cured, such defect in each case at their respective own expense and with due diligence. All such repairs, renewals and replacements shall be at least substantially equal in quality to the original Improvements.

4.11. Maintenance of Personal Property. Mortgagor shall (or will cause Master Tenant or Master Sublessee to) cause the Improvements to be equipped with the Personal Property to the extent and in the manner as shall be necessary, appropriate or required for the operation of the Premises. Except where appropriate replacements, free of superior Liens, are immediately made of a value at least equal to the value of the Personal Property being removed, no Personal Property covered hereunder shall be removed from the Premises without the prior written consent of Mortgagee. The Personal Property so disposed of shall be promptly replaced by Personal Property of the same character and of at least equal usefulness and quality.

4.12. Alterations. After completion of construction of the Improvements contemplated in the Loan Agreement, Mortgagor shall not, and shall not permit Master Tenant or Master Sublessee to, without the prior written consent of Mortgagee, construct any new Improvements on the Premises other than those which are permitted by the following provisions of this Section. Mortgagor shall give Mortgagee Notice of, and a copy of any plans prepared for any alteration which is reasonably estimated to cost \$250,000 (the "Alteration Threshold") (inclusive of architectural and engineering fees) or is structural. So long as no Event of Default shall have occurred and be continuing hereunder, Mortgagor shall have the right at any time and from time to time to make or cause to be made reasonable alterations of and additions to the Mortgaged Property or any part thereof, provided that any alteration or addition (i) shall not change the general character of the Mortgaged Property, or reduce the fair market value thereof below its fair market value immediately before such alteration or addition, or otherwise materially alter the

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overall quality of the Mortgaged Property, (ii) shall be effected with due diligence, in a good and workmanlike manner and with new, first-class materials and in compliance in all material respects with all requirements of applicable Laws, (iii) shall (subject to Mortgagor's right to contest the same in accordance with the provisions of Section 4.7 hereof) be promptly and fully paid for, or caused to be paid for, by Mortgagor, Master Tenant or Master Sublessee at their respective sole cost and expense, and (iv) shall be made, in case the estimated cost of such alteration or addition exceeds the Alteration Threshold, (1) only after Mortgagee shall have consented in writing thereto (such approval may not be unreasonably withheld or delayed) prior to the commencement of such work and in all material respects in accordance with plans and specifications reasonably satisfactory to Mortgagee, (2) only after Mortgagor shall have furnished to Mortgagee a completion or performance bond, a letter of credit or cash deposit or other security reasonably satisfactory to Mortgagee as security for the completion of such work, and (3) if structural, only after submission of appropriate plans to Mortgagee and written approval thereof by Mortgagee (such approval not to be unreasonably withheld or delayed). For purposes of clause (iv) of this subsection, the Alteration Threshold limitation shall apply to any alteration or addition taken separately or, if such alteration or addition is made together with other alterations or additions that constitute a single construction plan or project (whether accomplished in successive stages or procedures), then taken in the aggregate as well. The cost of all such alterations and additions to the Mortgaged Property shall be paid in cash or its equivalent, so that the Mortgaged Property shall at all times be free of Liens for labor and materials supplied or claimed to have been supplied to the Mortgaged Property (subject to Mortgagor's rights of contest provided for in Section 4.6 hereof). All alterations of and additions to the Mortgaged Property shall immediately become and shall remain a part of the Mortgaged Property, and shall be subject to the lien of this Mortgage.

4.13. Waste. Mortgagor shall not (and will cause Master Tenant or Master Sublessee to not) commit or suffer any physical waste of the Mortgaged Property or make any change in the use of the Mortgaged Property which will in any way materially increase the risk of any fire or other hazard arising out of the operation of the Mortgaged Property, or do or permit to be done thereon anything that may in any way impair the security of this Mortgage.

4.14. Insurance. Mortgagor (or Master Tenant or Master Sublessee if applicable) shall effect and maintain, or cause to be maintained, insurance for Mortgagor and the Mortgaged Property providing coverages described in the Loan Agreement.

4.15. Damages and Insurance and Condemnation Proceeds. In the event of any casualty or condemnation of the Mortgaged Property, the provisions of Article 16 of the Loan Agreement shall govern.

4.16. General Right of Entry. Mortgagor, agrees that it will (or will cause Master Tenant or Master Sublessee to) permit Mortgagee from time to time upon reasonable advance notice (not to be less than one (1) Business Day) and during regular business hours (or upon occurrence of any emergency situation, without advance notice and at any time) to enter upon and inspect the Mortgaged Property to determine its compliance with the requirements of this Mortgage and the other Loan Documents and to ascertain its condition.

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4.17. Separate Tax Lot. Mortgagor represents and warrants that the Premises are assessed for real estate tax purposes as wholly independent tax lots, separate from any adjoining land or improvements not constituting a part of such lots.

4.18. Limitations on Transfer. Mortgagor hereby covenants and agrees that it will not without the prior written consent in each instance of Mortgagee, which may be withheld in its sole discretion, (i) convey, sell, assign, lease or otherwise transfer any interest of Mortgagor in the Mortgaged Property or any portion thereof, (ii) except for Senior Loan Documents and the Capri Loan Documents pledge, mortgage, hypothecate, place a deed of trust or other Lien on or otherwise encumber Mortgagor's interest in the Mortgaged Property or any portion thereof, (iii) permit the conveyance, sale, assignment, pledge, mortgage, hypothecation or other transfer or disposition, either directly or indirectly or through one or more step transactions or tiered transactions, of interests in Mortgagor or in the partners, shareholders, principals or trustees of Mortgagor or in the partners, shareholders, principals or trustees of such partners, shareholders, principals or trustees, of any portion thereof, or (iv) enter into or permit to be entered into any agreement or arrangement to do any of the foregoing (each of the aforesaid acts referred to in clauses (i) through (iv) above being referred to herein as a "Transfer"). Any conveyance, sale, assignment, lease, pledge, mortgage, hypothecation, encumbrance or transfer deemed to be such by operation of Law shall also be deemed to be a Transfer. Any attempted Transfer in violation of this Section shall be void and of no force or effect. Notwithstanding the foregoing, Mortgagor shall not be prohibited from making any Transfer expressly authorized pursuant to Section 13.2 of the Loan Agreement.

4.19. Recording, Filing and Perfection of Security, Interests; Fees.

4.19.1 Mortgagor, promptly upon the execution and delivery of the Note, the Loan Agreement, this Mortgage, the Assignment of Leases and the Indemnity Agreement and thereafter from time to time, will cause this Mortgage, the Assignment of Leases and any other Loan Document creating a lien or evidencing the lien of this Mortgage upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to protect the lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property.

4.19.2 Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of the Mortgage and any other Loan Document (including any security instrument with respect to the Personal Property and Proceeds) and any instrument of further assurance, and all federal, state, county and municipal mortgage recording taxes, stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of the Loan Documents, any deed of trust supplemental hereto, any supplemental security instrument with respect to the Personal Property and Proceeds or any instrument of further assurance.

4.20. Further Acts and Assurances. Mortgagor will, at its sole cost and expense, and without actual expense to Mortgagee, do, execute, acknowledge and deliver all and every such

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further acts, deeds, conveyances, deeds of trust, 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 filing, registering or recording this Mortgage, and, on demand, will execute and deliver, and hereby authorizes Mortgagee to execute and file in Mortgagor's name, to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien of this Mortgage or the lien intended hereby upon the Mortgaged Property.

4.21. Intentionally omitted.

4.22. Single Purpose Entity. Mortgagor covenants and agrees that it shall be and at all times remain a special purpose, bankruptcy remote entity that owns only the Mortgaged Property and property incidental thereto and Mortgagor's organizational documents shall contain the covenants contained in this Section 4.22. Mortgagor has not and shall not and shall cause Master Tenant and Master Sublessee to not

(i) engage in any business or activity other than the acquisition, ownership, development, operation, leasing and maintenance of the Mortgaged Property, collection of the rental payments under and enforcing the provisions of the Master Lease and Master Sublease, and activities incidental thereto;

(ii) acquire or own any material asset other than the Mortgaged Property;

(iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Mortgagee's consent;

(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Mortgagee, amend, modify, terminate or fail to comply with the single purpose entity provisions of Mortgagor's, Master Tenant's and Master Sublessee's Partnership Agreement, Articles or Certificate of Incorporation, Articles of Organization, Operating Agreement or similar organizational documents, as the case may be;

(v) other than 151 W. Adams Spa and Fitness, LLC and 151 W. Adams Restaurant, LLC, own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of Mortgagee;

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(vi) commingle its assets with the assets of any of its partner(s), members, shareholders, affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Mortgagor permitted hereunder and properly accounted for;

(vii) incur any loan, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except as expressly permitted pursuant to the terms of the Loan Agreement and except for unsecured trade and operational loans incurred with trade creditors in the ordinary course of its business of owning and operating the Mortgaged Property in such amounts as are normal and reasonable under the circumstances, provided that such loans are not evidenced by notes and are paid when due and provided in any event the combined total outstanding principal balance of such loans shall not exceed at any one time \$1,000,000;

(viii) allow any person or entity to pay its loans and liabilities (except a Guarantor or Indemnitors, as that term is defined in the Indemnity Agreement) or fail to pay its loans and liabilities solely from its own assets;

(ix) fail to maintain their respective records, books of account and bank accounts separate and apart from those of each of their respective shareholders, partners, members, principals and affiliates, and any other person or entity or fail to prepare and maintain their own respective financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Mortgaged Property is actually owned by the Mortgagor;

(x) except in connection with the operation of 151 W. Adams Spa and Fitness, LLC and 151 W. Adams Restaurant, LLC, enter into any contract or agreement with any shareholder, partner, member, principal or affiliate of Mortgagor, Master Tenant or Master Sublessee, any guarantor of all or a portion of the Loan (a "Guarantor") or any shareholder, partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any shareholder, partner, member, principal or affiliate of Mortgagor Master Tenant or Master Sublessee, or Guarantor, or any shareholder, partner, member, principal or affiliate thereof except as expressly disclosed to and approved in writing by Mortgagee;

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

(xii) fail to correct any known misunderstandings regarding the separate identity of Mortgagor, Master Tenant and/or Master Sublessee;

(xiii) except in connection with the operation of 151 W. Adams Spa and Fitness, LLC and 151 W. Adams Restaurant, LLC, hold itself out to be responsible or pledge its assets or credit worthiness for the loans of another person or entity or allow any

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person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the loans of the Mortgagor (except for a Guarantor or Indemnitors), Master Tenant or Master Sublessee;

(xiv) except in connection with the operation of 151 W. Adams Spa and Fitness, LLC and 151 W. Adams Restaurant, LLC, make any loans or advances to any third party, including any shareholder, partner, member, principal or affiliate of Mortgagor, Master Tenant or Master Sublessee or any shareholder, partner, member, principal or affiliate thereof;

(xv) fail to file their own respective tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (A) to mislead others as to the entity with which such other party is transacting business, or (B) to suggest that Mortgagor, Master Tenant or Master Sublessee is responsible for the loans of any third party (including any shareholder, partner, member, principal or affiliate of Mortgagor, Master Tenant or Master Sublessee or any shareholder, partner, member, principal or affiliate thereof);

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

(xviii) file a voluntary petition or otherwise initiate proceedings to have the Mortgagor, Guarantor, Master Tenant or Master Sublessee or any general partner or managing member of such entities adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Mortgagor, Guarantor, Master Tenant or Master Sublessee or any general partner or managing member, or file a petition seeking or consenting to reorganization or relief of the Mortgagor, Guarantor, Master Tenant or Master Sublessee or any general partner or managing member as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Mortgagor or any general partner or managing member; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Mortgagor, Guarantor, Master Tenant or Master Sublessee or any general partner or managing member of such entities or of all or any substantial part of the properties and assets of the Mortgagor, Guarantor, Master Tenant or Master Sublessee or any general partner or managing member of such entities, or make any general assignment for the benefit of creditors of the Mortgagor, Guarantor, Master Tenant or Master Sublessee or any general partner or managing member of such entities, or admit in writing the inability of the Mortgagor, Guarantor, Master Tenant or Master Sublessee or any general partner or managing member of such entities to pay its loans generally as they become due or declare or effect a moratorium on the payment of any loan by the Mortgagor, Guarantor,

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Master Tenant or Master Sublessee or any general partner or managing member of such entities or take any action in furtherance of any such action;

(xix) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Mortgagor, Master Tenant or Master Sublessee or the creditors of any other person or entity;

(xx) fail to allocate fairly and reasonably among Mortgagor, Master Tenant or Master Sublessee, as the case may be, and any third party (including Guarantor) any overhead for common employees, share office space or other overhead and administrative expenses;

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

(xxii) share any common logo with or hold itself out as or be considered as a department or division of (a) any shareholder, partner, principal, member or affiliate of Mortgagor, Master Tenant or Master Sublessee, as the case may be, (ii) any affiliate of a shareholder, partner, principal, member or affiliate of Mortgagor, Master Tenant or Master Sublessee, as the case may be, or (iii) any other person or entity or allow any person or entity to identify the Mortgagor, Master Tenant or Master Sublessee as a department or division of that person or entity.

4.23. Taxation. If: (i) it shall be illegal for Mortgagor to pay any tax or other sum referred to in any Loan Document required to be paid by Mortgagor, or if the payment of such tax or other sum or any of the Secured Obligations by Mortgagor would result in the violation of applicable usury laws; or (ii) there should occur after the date hereof the passage of any law in the Jurisdiction deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of deeds of trust or mortgages or debts secured by deeds of trust or mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on any Loan Document or the indebtedness secured by this Mortgage, and Mortgagor fails or is otherwise unable to make timely payment therefor; the Mortgagee shall have the right to declare all sums secured by this Mortgage to be due and payable thirty days following the date of demand.

4.24. Master Lease.

4.24.1 Mortgagor will comply and will cause Master Tenant to comply with the terms and conditions of the Master Lease. Mortgagor will not (and shall not permit Master Tenant to) do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of the Premises.

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4.24.2 Mortgagor shall enforce (and shall cause the Master Tenant to enforce) the Master Lease and will not (and shall cause Master Tenant to not) terminate, modify, cancel, change, supplement, alter or amend the Master Lease, and Mortgagor shall not waive, excuse, condone or in any way release or discharge the Master Tenant of or from any of the material covenants and conditions to be performed or observed by the Master Tenant under the Master Lease. Mortgagor hereby expressly covenants with Mortgagee not to cancel, surrender, amend, modify or alter in any way the terms of the Master Lease. Mortgagor hereby assigns to Mortgagee, as further security for the payment of the Secured Obligations and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights, privileges and prerogatives of Mortgagor, as landlord under the Master Lease, to surrender the leasehold estate created by the Master Lease or to terminate, cancel, modify, change, supplement, alter or amend the Master Lease, and any such surrender of the leasehold estate created by the Master Lease or termination, cancellation, modification, change, supplement, alteration or amendment of the Master Lease without the prior consent of Mortgagee shall be void and of no force and effect.

4.25. Master Sublease.

4.25.1 Mortgagor will comply and will cause Master Tenant and Master Sublessee to comply in all material respects with the terms and conditions of the Master Sublease. Mortgagor will not (and shall not permit Master Tenant or Master Sublessee to) do or permit anything to be done, the doing of which, or refrain from doing anything, the omission of which, will impair or tend to impair the security of the Premises.

4.25.2 Mortgagor shall enforce (and shall cause the Master Tenant and Master Sublessee to enforce) the Master Sublease and will not (and shall cause Master Tenant and Master Sublessee to not) terminate, modify, cancel, change, supplement, alter or amend the Master Sublease, and neither Mortgagor, Master Tenant, nor Master Sublessee shall waive, excuse, condone or in any way release or discharge the Master Sublessee or the Master Tenant of or from any of the material covenants and conditions to be performed or observed by the Master Tenant and Master Sublessee under the Master Sublease. Mortgagor hereby expressly covenants with Mortgagee not to cancel, surrender, amend, modify or alter in any way the terms of the Master Sublease and that it shall prohibit Master Tenant and Master Sublessee from cancelling, surrendering, amending, modifying or altering in any way the terms of the Master Sublease. Mortgagor hereby assigns to Mortgagee, as further security for the payment of the Secured Obligations and for the performance and observance of the terms, covenants and conditions of this Mortgage, all of the rights, privileges and prerogatives of Mortgagor, under the Master Sublease, to surrender the leasehold estate created by the Master Sublease or to terminate, cancel, modify, change, supplement, alter or amend the Master Sublease, and any such surrender of the leasehold estate created by the Master Sublease or termination, cancellation, modification, change, supplement, alteration or amendment of the Master Sublease without the prior consent of Mortgagee shall be void and of no force and effect.

All of the representations and warranties in this Article 4 and elsewhere in the Loan Documents (i) shall survive for so long as any portion of the Secured Obligations remains owing

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to Mortgagee and (ii) shall be deemed to have been relied upon by Mortgagee notwithstanding any investigation heretofore or hereafter made by Mortgagee or on its behalf.

ARTICLE 5

EVENTS OF DEFAULT

5.1. Events of Default. An "Event of Default," as defined in the Loan Agreement, shall constitute an Event of Default hereunder.

ARTICLE 6

REMEDIES AND RELATED MATTERS

6.1. Remedies. Upon the occurrence of any Event of Default, the Mortgagee, at the option of the Mortgagee, may:

6.1.1 by notice to the Mortgagor, declare the entire principal amount under the Note then outstanding, and all accrued and unpaid interest thereon, to be immediately due and payable, and upon such declaration such principal amount and said accrued and unpaid interest and all other Secured Obligations shall become and be immediately due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding;

6.1.2 by itself, its agents or attorneys, or by a court-appointed receiver, enter into and upon all or any part of the Mortgaged Property and each and every part thereof and exclude the Mortgagor, its agents and servants wholly herefrom; and having and holding the same, use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, at the expense of the Mortgaged Property, from time to time, either by purchase, repairs or construction, maintain and restore the Mortgaged Property and, likewise make all necessary or proper repairs, renewals and replacements and such alterations, betterments, additions and improvements thereto and thereon as it may deem advisable and insure the same; and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of the Mortgagor, as its attorney-in-fact, coupled with an interest, or otherwise, as it shall deem best; and the Mortgagee shall be entitled to collect and receive all rents and other earnings, revenues, issues, profits and income of the Mortgaged Property and after deducting the expenses of conducting the business thereof and all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of all attorneys, counsel, agents, clerks, servants and other employees engaged or employed by it, the Mortgagee may apply the remainder of the monies so received by it, first to the payment of any other sums required to be paid by the Mortgagor under this Mortgage; then to the payment of all other Secured Obligations in such order as Mortgagee shall elect; and the

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balance, if any, shall be turned over to the Mortgagor or such other person or entity as may be lawfully entitled thereto;

6.1.3 with or without entry, personally or by its agents or attorneys insofar as applicable:

(a) foreclose the lien and security interest of this Mortgage against the Mortgaged Property, or any portion thereof, in accordance with the laws of the State of Illinois and the provisions hereof for all Secured Obligations secured hereby or for any portion of such Secured Obligations or any other sums secured hereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the Secured Obligations not then due; it being agreed that several sales may be made hereunder without exhausting the rights of sale for any other breach by the Mortgagor of any of the Secured Obligations secured hereby, it being the purpose to provide for foreclosure and sale of the Mortgaged Property, or any portion thereof, for any matured portion of any of the Secured Obligations secured hereby or otherwise provided for herein without exhausting the power to foreclose and sell the Mortgaged Property, or any portion thereof, for any other part of the Secured Obligations secured hereby, whether matured at the time or subsequently maturing; or

(b) take such other steps to protect and enforce their respective rights, whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, the Loan Agreement, this Mortgage or any other Loan Document, or in aid of the execution of any power granted herein or in the Note, the Loan Agreement, this Mortgage or any other Loan Document, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee may elect.

6.2. Foreclosure and Sale; Application of Proceeds; Waiver of Right of Redemption; Etc. Foreclosure and Sale. To the extent permitted by applicable law, during the continuance of any Event of Default, the Mortgagee, personally or by its agents or attorneys, may sell the Mortgaged Property, or any part or parts thereof, and all estate, right, title, interest, claim and demand therein, at public auction at such time and place and upon such terms and conditions as the Mortgagee may deem appropriate or as may be required or permitted by applicable law or rule of court, having first given notice prior to the sale of such time, place and terms by advertisement in at least one newspaper published or having a general circulation in the county or counties in which the Mortgaged Property is located or at such time or times as may be required by applicable law or rule of court, and at such other times and by such other methods, if any, as the Mortgagee may deem appropriate.

6.2.2 Adjournment of Sale. The Mortgagee may adjourn from time to time any sale to be made by it under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by an applicable provision of law or rule of court, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

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6.2.3 Effect of Sale Upon Mortgagor. Any sale or sales made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons or entities claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

6.2.4 Acceleration Upon Sale. In the event of any sale or sales made under or by virtue of this Subsection, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, all Secured Obligations, if not previously due and payable, and all other sums required to be paid by the Mortgagor pursuant to the Note, the Loan Agreement, this Mortgage and the other Loan Documents, shall, at the option of the Mortgagee, immediately become due and payable, in full, anything in the Note, the Loan Agreement, this Mortgage or the other Loan Documents to the contrary notwithstanding.

6.2.5 Appointment of Receiver. During the continuance of an Event of Default, the Mortgagee shall be entitled (and, to the extent permitted under the laws of Illinois, with five (5) days' notice, without regard to the adequacy of any security for the Secured Obligations and without regard to the solvency of any person, partnership or other entity liable for the payment thereof) to the appointment of a receiver or receivers of the Mortgaged Property and of all of the earnings, revenues, rents, issues, profits and income therefrom, and the Mortgagor hereby consents to the appointment of such receiver and agrees that it will not oppose any such appointment; provided, however, that notwithstanding the appointment of any receiver as aforesaid, the Mortgagee shall be entitled to retain possession and control of the Mortgaged Property. Such receiver shall have all of the powers and authority permitted by applicable law.

6.2.6 Application of Proceeds. The proceeds of any sale made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, together with any other sums which may then be held by the Mortgagee pursuant to this Mortgage, whether under the provisions of this Subsection or otherwise, shall be applied as follows:

First: To the payment of the actual costs and expenses of such sale or sales, including compensation to Mortgagee and the fees, charges and disbursements of its agents, and the charges, disbursements and reasonable fees of its counsel, and of any judicial or other proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by Mortgagee, and of taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment of any actual expenses, charges, losses, indemnities, penalties, premiums (including, without limitation, late payment premiums) and all other amounts due under the Loan Documents, excluding interest and principal.

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Third: To the payment of interest on the unpaid principal due under the Note.

Fourth: To the payment of principal due under the Note.

Fifth: To the payment of all other Secured Obligations.

Sixth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same (including, if applicable, Mortgagor, any partner of Mortgagor or the affiliate of any of them).

6.2.7 Application of Purchase Money. In the event of any sale made under or by virtue of this Section 6.2, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the receipt of the officer making the sale under judicial proceedings or of the Mortgagee for the payment of the purchase money shall be full and sufficient discharge of the purchaser of the Mortgaged Property for the purchase money and no such purchaser, after paying such purchase money and receiving such a receipt, shall be bound or liable to see to the application of such purchase money.

6.2.8 Conveyance of the Mortgaged Property. Upon the completion of any sale or sales made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Mortgagee or an officer of the court empowered so to do, shall execute and deliver to the purchaser or purchasers a good and sufficient instrument or instruments, conveying, assigning and transferring all estate, right, title and interest of the Mortgagor in and to the Mortgaged Property and rights sold, including the estate of the Mortgagor as lessor under the Leases, but without any covenant or warranty, express or implied. The recitals in such instrument(s) of any matters of fact shall be conclusive proof of the truthfulness thereof. The Mortgagee is hereby appointed, which appointment is coupled with an interest and is irrevocable, and which appointment shall become effective upon the occurrence of acceleration of the Secured Obligations after an Event of Default, the true and lawful attorney of the Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons or entities with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers, all such instruments as may be advisable, in the judgment of the Mortgagee, for that purpose, and as may be designated in any such request.

6.2.9 Purchase of Mortgaged Property. The Mortgagee shall have the right to be a purchaser at any sale made under or by virtue of this Mortgage, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, and on so purchasing shall have the right to be credited upon the amount of the bid made therefor with the amount payable to the Mortgagee out of the net

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proceeds of such sale. In the event of any such sale, the Secured Obligations, if not previously due, shall be and become immediately due and payable without demand or notice of any kind.

6.2.10 Waiver of Right of Redemption - Exemptions Waived. The Mortgagor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of a stay or extension or moratorium law, any exemption from attachment, execution or sale of the Mortgaged Property, or any part thereof, whether enacted now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Mortgaged Property so sold, or any part thereof, and the Mortgagor hereby expressly waives all benefit and advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any right, power or remedy herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every right, power or remedy as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who claim under it, waives, to the extent that it lawfully may, the benefit of any homestead exemption and any and all right to have the Mortgaged Property marshaled upon any sale or foreclosure hereunder.

6.2.11 Recovery of Judgment.

A. During the continuation of any Event of Default, the Mortgagee shall be entitled and empowered to institute such actions or proceedings at law or in equity as it may consider advisable for the collection of the Secured Obligations, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Mortgagor in any manner provided by law. The Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceeding for the enforcement of any remedies provided for in the Note, the Loan Agreement, this Mortgage, or the other Loan Documents and the right of the Mortgagee to recover judgment as aforesaid shall not be affected by any sale hereunder, or by the passage or entry of a decree for the sale of the Mortgaged Property, or any part thereof, or by the enforcement of the provisions of the Note, the Loan Agreement, this Mortgage, and the other Loan Documents or the foreclosure of the lien hereof. In the event of a sale of the Mortgaged Property, and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the Secured Obligations, the Mortgagee, except as otherwise provided in the Note or the Loan Agreement, shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid with respect to the Secured Obligations, and shall be entitled to recover judgment for any portion of the Secured Obligations remaining unpaid, together with interest as provided in the Note. In case of proceedings against the Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then the Mortgagee shall be entitled to prove the whole amount due on account of the Secured Obligations, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property;

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provided, however, that in no case shall the Mortgagee receive a greater amount than the total amount due on account of the Secured Obligations from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Mortgagor.

B. No recovery of any judgment upon the Mortgaged Property or upon any other property of the Mortgagor shall affect, in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property, or any part thereof, or any liens, rights, powers or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before.

6.2.12 Discontinuance of Proceedings. If the Mortgagee shall commence any proceeding to enforce any right, power or remedy hereunder or under the Note, the Loan Agreement or the other Loan Documents and such proceeding shall be discontinued or abandoned for any reason, then in every such case the parties shall be restored to their former positions and the rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been commenced.

6.2.13 Judicial Foreclosure. The provisions hereinabove set forth relating to the remedy of foreclosure of the lien of this Mortgage by public sale to be conducted by the Mortgagee, are not intended as an exclusive method of foreclosure hereunder or to deprive the Mortgagee of any other legal or equitable remedies available to it. Accordingly, it is specifically agreed that such remedy shall be cumulative and shall not in any way be construed as an exclusive remedy, and Mortgagee shall be fully entitled to a court foreclosure and to avail itself of any and all other legal or equitable remedies at any time available under the laws of Illinois.

6.3. No Conditions Precedent to Exercise of Remedies. The Mortgagor shall not be relieved of any obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person or entity to take action to foreclose on this Mortgage or otherwise to enforce any provisions of the Note, the Loan Agreement, this Mortgage or the other Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the Mortgaged Property, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending the time of payment or modifying the terms of the Note, the Loan Agreement, this Mortgage or the other Loan Documents without first having obtained the consent of the Mortgagor, and, in the latter event, the Mortgagor shall continue to be liable to make payment according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by the Mortgagee. The Mortgagee shall not be required to proceed hereunder before proceeding against any other security held by the Mortgagee for the payment of the Secured Obligations or for the performance by the Mortgagor of all of its obligations under the Note, the Loan Agreement, this Mortgage or any of the Loan Documents, nor shall the Mortgagee be required to proceed against such other security before proceeding hereunder. The Mortgagee shall be entitled to proceed hereunder and against such other security in such order and manner as it may elect and no such action by the Mortgagee shall operate to preclude it from proceeding against any or all of any security at the same time or in any order.

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6.4. No Merger. It is the intention of the parties hereto that if the Mortgagee shall at any time hereafter acquire title to all or any portion of the Mortgaged Property, then, and until the Secured Obligations have been satisfied in full, the interest of the Mortgagee hereunder and the lien of this Mortgage shall not merge or become merged in or with the estate and interest of the Mortgagee as the holder and owner of title to all or any portion of the Mortgaged Property and that, until such payment, the estate of the Mortgagee in the Mortgaged Property and the lien of this Mortgage and the interest of the Mortgagee hereunder shall continue in full force and effect to the same extent as if the Mortgagee had not acquired title to all or any portion of the Mortgaged Property.

6.5. Remedies Cumulative. The remedies specified in this Section shall be in addition to all other rights and remedies provided herein or in any other Loan Document and which the Mortgagee may have at law or in equity and no single or partial exercise by the Mortgagee of any right or remedy hereunder or under any other Loan Document or which the Mortgagee may have at law or in equity shall exhaust the same or shall preclude any other or further exercise thereof or of any other right or remedy hereunder or under any other Loan Document or which the Mortgagee may have at law or in equity, and every such right or remedy hereunder or under any other Loan Document or which the Mortgagee may have at law or in equity may be exercised at any time and from time to time after the occurrence and during the continuation of an Event of Default.

6.6. Mortgagee's Performance of Mortgagor's Obligations. If Mortgagor shall fail timely to perform any of the covenants contained in this Mortgage, the Note, the Loan Agreement or any other Loan Document, Mortgagee may make advances to perform the same on Mortgagor's behalf (except that Mortgagee agrees that it shall not make advances under this Section to pay any amount(s) secured by a Lien, or any imposition, which Mortgagor is then contesting fully in accordance with the provisions of Section 4.6 or Section 4.7, as applicable). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Event of Default nor shall the provisions of this Section 6.6 or any exercise by Mortgagee of its rights hereunder prevent any default from constituting an Event of Default. Mortgagee, in making any payment hereby authorized (a) relating to Impositions, may do so according to any bill, statement or estimate, without inquiry into the validity of any such Imposition; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction or alterations, furnishing or equipping of the Improvements or the rental, operation or management of the Mortgaged Property or the payment of operating costs thereof, may do so in such amounts and to such persons or entities as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance monies for any purpose.

ARTICLE 7

MISCELLANEOUS

7.1. Enforceability. In the event that any provision of this Mortgage, the Loan

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Agreement, the Note or any other Loan Document or the application thereof to Mortgagor or any circumstance in any jurisdiction governing this Mortgage, the Loan Agreement, the Note or such Loan Document shall, to any extent, be invalid or unenforceable under any Law, such provision shall be deemed inoperative only to the extent that it may conflict therewith and shall be deemed modified to conform to such Law, and the remainder of this Mortgage, the Loan Agreement, the Note or such Loan Document and the application of such invalid or unenforceable provision to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable shall not be affected thereby nor shall the same affect the validity or enforceability of any other provision of this Mortgage, the Loan Agreement, the Note or such Loan Document.

7.2. Maximum Rate of Interest. Notwithstanding any contrary provision of this Mortgage, in no event shall the aggregate of the interest payable hereunder or under the Note, the Loan Agreement or any other Loan Document, or penalties or premiums for late payments, prepayment premiums, loan servicing fees, application fees, commitment fees, "points" or any other amounts, fees or charges which would under any applicable Law be deemed "interest" ever exceed the maximum amount of interest which under any applicable Law could be lawfully charged on the principal balance of the Note from time to time outstanding. In this connection, it is expressly stipulated and agreed that it is the intention of Mortgagee and Mortgagor in the execution and delivery of the Note, the Loan Agreement, this Mortgage, the Assignment of Leases, the Indemnity Agreement and any other Loan Document contractually to limit the maximum amounts charged to, contracted for with, or received from Mortgagor in connection with the Secured Obligations which would be deemed "interest" under any applicable Law to the maximum non-usurious amount of interest which would be permitted under such Law. In furtherance thereof, it is stipulated and agreed that none of the terms of this Mortgage, the Note, the Loan Agreement, the Assignment of Leases, the Indemnity Agreement or any other Loan Document shall ever be construed to create a contract to pay for the use, forbearance or detention of money interest at a rate in excess of the maximum non-usurious interest rate permitted to be charged to, contracted for with, or received from Mortgagor by Mortgagee under any applicable Law; neither Mortgagor nor any endorser or other parties now or hereafter becoming liable for the payment of the Secured Obligations shall ever be liable for interest in excess of the maximum non-usurious interest that under any applicable Law could be charged, contracted for or received from Mortgagor by Mortgagee; and the provisions of this Section shall be deemed to govern the maximum rate and amount of interest which may be paid under the Note, the Loan Agreement, the Indemnity Agreement, the Assignment of Leases and any other Loan Document, and shall control over all other provisions of this Mortgage, the Loan Agreement, the Note, the Assignment of Leases or any other Loan Document which might be in apparent conflict herewith. Specifically and without limiting the generality of the foregoing, it is expressly provided:

7.2.1 If and when any installment of the interest calculated under the Note becomes due and the aggregate amount thereof, when added to the aggregate amount of any other amounts which constitute interest on the indebtedness evidenced thereby and which have been heretofore paid on said indebtedness, would be in excess of the maximum non-usurious amount of interest permitted by any applicable Law, in light of all discounts, payments or

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prepayments theretofore made on said indebtedness and presuming the Secured Obligations will be paid at their stated maturity date, then the aggregate amount of such interest installment shall be automatically reduced to the maximum sum, if any, which could lawfully be paid as interest on the principal balance of the Note on such date under such circumstances;

7.2.2 If under any circumstances the aggregate amounts paid on the Note, the Loan Agreement, the Mortgage, the Indemnity Agreement, the Assignment of Leases and any other Loan Document prior to and incident to final payment thereof include any amounts which under any applicable Law would be deemed interest and which would exceed the maximum non-usurious amount of interest which, under any applicable Law, could lawfully have been collected on such indebtedness, Mortgagor and Mortgagee stipulate that such payment and collection will have been and will be deemed to have been the result of mathematical error on the part of both Mortgagor and Mortgagee, and the person or entity receiving such excess payment shall promptly refund the amount of such excess (to the extent only of the excess of such interest payments above the maximum non-usurious amount which could lawfully have been collected and retained under any applicable Law) upon discovery of such error by the person or entity receiving such payment or Notice thereof from the person or entity making such payment; and

7.2.3 All amounts paid or agreed to be paid in connection with the Secured Obligations which would under any applicable Law be deemed "interest" shall, to the extent permitted by such Law, be amortized, prorated, allocated and spread throughout the full term of the Note.

7.3. Notices. All notices, demands, consents, approvals and other communications (collectively, "Notices") hereunder shall be in writing and shall be sent by hand, or by telecopy (with a duplicate copy sent by ordinary mail, postage prepaid), or by postage prepaid, certified or registered mail, return receipt requested, or by reputable overnight courier service, postage prepaid, addressed to the party to be notified as set forth below:

if to Mortgagee,

c/o Chevron TCI, Inc.
345 California Street, 30th Floor
San Francisco, CA 94104
Attention: Charles Hall
Facsimile: (415) 733-4580

with copy to:

Holland & Knight
10 St. James Avenue
Boston, MA 02116
Attention: William F. Machen, Esq.
Facsimile: (617) 523-6850

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if to Mortgagor,

c/o The Prime Group, Inc.
321 N. Clark Street, Suite 2500
Chicago, Illinois 60654
Attn: Michael W. Reschke
Facsimile: (312) 917-1511

and to:

Pedersen & Houpt
161 North Clark Street, Suite 3100
Chicago, IL 60601
Attention: Herbert J. Linn
Facsimile: (312) 261-1104

and to:

The Prime Group, Inc.
321 N. Clark Street, Suite 2500
Chicago, IL 60654
Attention: Robert J. Rudnik
Facsimile: (312) 917-8442

and to:

Estein & Associates USA, Ltd.
4705 S. Apopka-Vineland Rd., Suite 201
Orlando, Florida 32819
Attention: Lothar Estein and Lance Fair
Facsimile: 407-909-2222

and to:

Casey Ciklin Lubitz Martens & O'Connell
515 North Flagler Drive, 20th Floor
West Palm Beach, Florida 33401
Attention: Dean Vegosen
Facsimile: 561-833-4209

and to:

Pedersen & Houpt
161 North Clark Street, Suite 3100

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Chicago, IL 60601
Attention: Herbert J. Linn
Facsimile: (312) 261-1104

Notices shall be deemed given when so delivered by hand or when a legible copy is received by telecopier (with receipt being verified by telephone confirmation), or if mailed, five (5) Business Days after mailing (or one (1) Business Day for overnight courier service), with failure to accept delivery constituting delivery for this purpose. Any party hereto may change the addresses for Notices set forth above by giving at least ten (10) days' prior Notice of such change in writing to the other party as aforesaid and otherwise in accordance with the following provisions.

7.4. No Release. Mortgagor agrees that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of the Secured Obligations shall impair or affect in any manner the security given by this Mortgage; all security for the payment of the Secured Obligations shall be taken, considered, and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Mortgagor further agrees that any part of the security herein described may be released without in any way altering, varying, or diminishing the force, effect, or lien of this Mortgage, or of any renewal or extension of said lien, and that this Mortgage shall continue as a first lien, assignment, and security interest on all the Mortgaged Property not expressly released until all Secured Obligations are fully discharged and paid.

7.5. Attorneys' Fees and Costs of Mortgagee. Mortgagor agrees to pay, within ten (10) Business Days of demand of Mortgagee, all actual expenses incurred by Mortgagee, including without limitation attorneys' charges, disbursements and reasonable fees, in connection with the making of the Loan and the enforcement by Mortgagee of any of the Note, this Mortgage, the Indemnity Agreement, the Assignment of Leases or any of the other Loan Documents.

7.6. Brokerage. Mortgagor hereby indemnifies and holds harmless Mortgagee against all liability, cost and expense, including without limitation attorneys' charges, disbursements and reasonable fees, incurred in connection with any claims which may be asserted by any broker or finder or similar agent alleging to have dealt with Mortgagor in any of the transactions contemplated hereby.

7.7. Indemnification. Mortgagor will protect, indemnify and save harmless Mortgagee from and against any and all liabilities, obligations, claims, damages, penalties, assessments, fines, causes of action and actual expenses (including without limitation attorneys' disbursements, charges and reasonable fees) imposed upon or incurred by or asserted against Mortgagee or the Mortgaged Property or any of Mortgagee's interest therein, by reason of the execution of this Mortgage, the Loan Agreement, the Note or any other Loan Document, or the consummation of the transactions contemplated hereby or thereby, or the occurrence or existence during or prior to the term of this Mortgage of any of the following: (i) ownership by Mortgagor of any interest in the Mortgaged Property or receipt of any rent or other sum therefrom during

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any period when Mortgagor has not been excluded from possession; (ii) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, and streets and ways during any period when Mortgagor has not been excluded from possession; (iii) any design, construction, operation, use, nonuse or condition of the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, and streets and ways, including, without limitation, claims or penalties arising from violation of any requirement of law or insurance requirements as well as any claim based on any patent or latent defect, whether or not discoverable by Mortgagor, any claim as to which the insurance is inadequate, and any claim in respect of any adverse environmental impact or effect; (iv) any negligence or tortious act or omission on the part of Mortgagor, Master Tenant, Master Sublessee or any of their respective agents, contractors, servants, employees, sublessees, licensees, guests or invitees; (v) any failure by Mortgagor to perform its obligations under this Mortgage, the Loan Agreement, the Note, the Indemnity Agreement, the Assignment of Leases, any other Loan Document, the REA or the Master Lease (vi) any failure by Master Tenant to perform its obligations under the Master Lease or the Master Sublease; (vii) any failure of Master Sublessee to perform its obligations under the Master Sublease; (viii) any failure of the parties to the Parking Agreement to perform their obligations thereunder; or (ix) any claims arising from the alleged or actual breach of Mortgagor's obligations under Section 7.6 hereof, whether such claim proves true or false. Mortgagor further agrees that its obligations under this Section 7.7 shall include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Mortgagor, Master Tenant or Master Sublessee regardless of whether Mortgagor has paid the employee under the worker's compensation laws of the Jurisdiction, or other similar federal or state legislation for the protection of employees. Mortgagor agrees that its obligations under this Section 7.7 shall include indemnifying Mortgagee for all attorney's charges, disbursements and reasonable fees, and all other actual expenses incurred by Mortgagee to enforce the terms of this Section; provided, however, that Mortgagor's obligations shall exclude (i) the gross negligence or willful misconduct of Mortgagee or its agents, and (ii) matters first arising after Mortgagee or its agents or assignees acquire title to the Mortgaged Property. Mortgagor's obligations under this Section are exclusive of, and in addition to, any and all insurance obligations which Mortgagor has under this Mortgage and any of its obligations under the Indemnity Agreement. If any action or proceeding shall be commenced (including without limitation an action to foreclose this Mortgage or to collect the indebtedness secured hereby or to enforce Mortgagee's rights under the Loan Agreement, the Note, the Indemnity Agreement, the Assignment of Leases or any other Loan Document) by Mortgagee or Mortgagor or any third party, to which action or proceeding Mortgagee is made a party by reason of the execution of this Mortgage, the Loan Agreement, the Note, the Assignment of Leases, the Indemnity Agreement, or any other Loan Document in which it becomes necessary to enforce, defend or uphold the lien of this Mortgage or Mortgagee's rights under the Note, all actual expenses incurred by Mortgagee in connection with any litigation to enforce, prosecute or defend the rights and lien created hereby or otherwise incurred in connection with any action or proceeding referred to in this Section (including without limitation attorneys' charges, disbursements and reasonable fees) shall be paid by Mortgagor to Mortgagee upon demand. In case any action, suit or proceeding is brought against Mortgagee by reason of any such occurrence, Mortgagor, upon request of

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Mortgagee, will, at Mortgagor's sole cost and expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Mortgagor and approved by Mortgagee, which approval shall not be unreasonably withheld or delayed.

7.8. Effect of Extensions and Amendments. If the payment of the Secured Obligations, or any part thereof, shall be extended or varied, or if any part of the security or guaranties therefor be released, all persons or entities (including, without limitation, the Guarantor under the Guaranty, the Master Tenant under the Master Lease and the Master Sublessee under the Master Sublease) now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability (if applicable), and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against any such persons or entities being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm, corporation or other entity taking a junior deed of trust or other Lien upon the Mortgaged Property or any part thereof or any interest therein, shall, without waiving any other limitations in this Mortgage on such Liens, take the said Lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, the Loan Agreement, this Mortgage or any other document or instrument evidencing, securing or guarantying the indebtedness secured hereby, in each case without obtaining the consent of the holder of such junior Lien and without the lien of this Mortgage losing its priority over the rights of any such junior Lien.

7.9. No Joint Venture. Mortgagor acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor. Mortgagee shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or any other of the Loan Documents.

7.10. Funds Held in Accounts. Mortgagor hereby agrees that Mortgagee shall have no liability for any investment losses or reduction in value which accrue or occur with respect to any amounts held by Mortgagee in any accounts hereunder for the benefit or account of Mortgagor or its partners or Guarantor or the Premises (such as insurance proceeds or partial condemnation awards) and any such losses shall be borne solely by Mortgagor except where such losses are caused by Mortgagee's gross negligence or willful misconduct. In addition, Mortgagor agrees that all interest and/or other income on such funds shall for income tax purposes be deemed to belong to Mortgagor to the extent that such earnings are applied to Mortgagor's obligations under the Loan Documents or are otherwise applied for the benefit of Mortgagor or to Guarantor to the extent that such earnings are applied to the Guarantor's obligations under the Guaranty or are otherwise applied to the benefit of Guarantor.

7.11. Expenses of Mortgagee. Any reference herein to "actual expenses incurred by Mortgagee" shall be deemed to refer to actual costs and expenses incurred by Mortgagee paid or payable to third parties (as opposed to Mortgagee's general overhead expenses).

7.12. Construction Mortgage. This Mortgage shall be construed as a "construction mortgage" as such term is defined in §9-334 of the Uniform Commercial Code.

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7.13. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois and any applicable laws of the United States of America.

7.14. Captions and Pronouns. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Mortgage shall refer to this Mortgage

7.15. Amendments, Waivers, Etc. No amendment, modification, termination, or waiver of any provision of this Mortgage nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by the party against which such action or waiver is sought to be charged, and then such action or waiver shall be effective only in the specific instance and for the specific purpose for which given or omitted. No notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances except as provided in this Mortgage.

7.16. Entire Agreement. This Mortgage, the Loan Agreement, the Note, the Indemnity Agreement, the Assignment of Leases and the other Loan Documents embody the entire agreement between the parties hereto and supersede all prior agreements and understandings between them relating to the same subject matter.

7.17. Covenants Running With the Land; Successors and Assigns. All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the land and shall apply to and bind the successors and assigns of Mortgagor, and apply to and inure to the benefit of the successors and assigns of Mortgagee.

7.18. This Mortgage shall be non-recourse as to the partners of the Mortgagor, provided that the foregoing shall not limit the liability of the Mortgagor or any party that has separately delivered a guaranty or indemnity agreement, including the Guaranty and the Indemnity Agreement.

ARTICLE 8

ADDITIONAL PROVISIONS

8.1. Additional Hotel Provisions.

8.1.1 Reserve Funds for Replacements of FF&E.

(i) Mortgagor shall cause Master Tenant or Master Sublessee or Hotel Manager to make deposits to an account controlled by Hotel Manager (the "FF&E Account") to provide a cumulative reserve for the replacement and repair of furniture,

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fixtures, and equipment as provided in the Hotel Agreements, including but not limited to individual rooms, lobby, floor coverings (carpet and pad, floor tiles), window coverings (mini blinds/drapes), multi-purpose rooms, dining rooms, interior repainting, windows, doors, plumbing fixtures (water heaters, sinks, tubs, toilets), kitchen equipment and appliances, the water fountains, administrative areas, furniture, soft goods, case goods, signage, audio-visual equipment, vehicles, and all equipment, including front desk and back-of-the house computer equipment, and other related equipment required to maintain the quality and life of the property and improvements thereto, to include major capital improvements such as roof replacement, heating, ventilation and air conditioning and other extraordinary exterior replacements or repairs that are necessary over time to uphold the structural integrity of the asset as originally designed, constructed or improved (such items shall be referred to collectively as the "FF&E") in the manner set forth in paragraph (b) below. Such deposits shall be made at the times and in the manner set forth in the Marriott Management Agreement or, if the Marriott Management Agreement is not in effect, such deposits shall be made monthly.

(ii) Commencing with the month in which such deposits in the FF&E Account are required to be maintained under the terms of the Marriott Management Agreement, and continuing regularly thereafter until the payment in full of all sums due under the Note, funds shall be deposited on a regular basis into the FF&E Account (said funds, together with any interest thereon, shall be referred to as "FF&E Funds") in the amounts required to be reserved under the Marriott Management Agreement. Such deposits shall be made at the times and in the manner set forth in the Marriott Management Agreement or, if the Marriott Management Agreement is not in effect, such deposits shall be made monthly. In the event any of said deposits shall not be made (other than pursuant to the express terms of the Marriott Management Agreement), it shall be a default under the Loan Documents and such default shall become an Event of Default in accordance with the provisions of the Loan Documents.

(iii) Mortgagor shall ensure that the Marriott Management Agreement provides that Hotel Manager shall be entitled to draw the FF&E Funds from the FF&E Account from time to time solely for application to the replacement and repair of FF&E and other capital items in accordance with the terms of the Marriott Management Agreement and that no such funds shall be released to Mortgagor, Master Tenant or Master Sublessee without Mortgagee's prior written consent which consent shall be given or withheld in Mortgagee's sole discretion.

8.1.2 Inventory Levels. At all times during the term of the Loan, Mortgagor shall cause Master Tenant, or the Master Sublessee and/or the Hotel Manager, as the case may be, to maintain or cause to be maintained reasonable inventory levels of linens; tableware; kitchen utensils and equipment; and tables, chairs and equipment for the other amenities located on the Mortgaged Property.

8.2. Additional Representation and Warrants. In addition to all other representations made by Mortgagor in the Loan Documents, Mortgagor hereby makes the following

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representations as of the date hereof:

(i) (A) Mortgagor has not received notice that any of the Hotel Agreements are (x) not in full force and effect or (y) not enforceable in accordance with their respective terms, or that there is any material uncured default, breach or violation existing thereunder by any party thereto, and (B) to Mortgagor's knowledge, no event has occurred (other than payments due but not yet delinquent) that, with the passage of time or the giving of notice, or both, would constitute a material default, breach or violation by any party under the Hotel Agreements.

(ii) (A) Mortgagor has not received notice that any of the Master Lease, or the Master Sublease, the REA or the Parking Agreement is not enforceable in accordance with its terms, or that there is any material uncured default, breach or violation existing thereunder by any party thereto, and (B) to Mortgagor's knowledge, no event has occurred (other than payments due but not yet delinquent) that, with the passage of time or the giving of notice, or both, would constitute a material default, breach or violation by any party under the Master Lease, the Master Sublease, the REA or the Parking Agreement.

(iii) Neither the execution and delivery of the Loan Documents, Mortgagor's performance thereunder nor the recordation of this Mortgage nor the exercise of any remedies under this Mortgage will adversely affect Mortgagor's rights under the REA or violate the terms of, the Hotel Agreements, the Master Lease, the Master Sublease, the REA or Parking Agreement or any of the certificates, licenses or permits referenced in the Loan Documents.

8.3. Additional Covenants. In addition to all other covenants and agreements made by Mortgagor in the Loan Documents, Mortgagor hereby makes the following covenants and agreements:

(i) Mortgagor shall at all times comply with the terms of the Master Lease, the REA and to the extent applicable to Mortgagor, the Master Sublease and the Hotel Agreements and the Parking Agreement.

(ii) Mortgagor shall cause the Master Tenant and the Master Sublessee pursuant to the terms of the Master Lease and the Master Sublease to cause the Premises, following completion thereof, to be operated pursuant to the Master Lease and the Master Sublease, as applicable, and the Hotel Agreements as a five star full service hotel.

(iii) Any successor hotel management agreements, master lease and/or master sublease shall be in form and substance acceptable to Mortgagee in its sole discretion, and; any new management agreement shall be with a nationally recognized hotel company acceptable to Mortgagee in its sole discretion.

(iv) Mortgagor covenants and agrees that it shall:

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(A) (1) promptly perform and/or observe all of the covenants and agreements required to be performed and observed by Mortgagor under the REA, the Parking Agreement, the Master Lease, the Master Sublease and the Hotel Agreements, and (2) do all things necessary to preserve and to keep unimpaired Mortgagor's, Master Tenant's and Master Sublessee's respective material rights under the REA and the Hotel Agreements;

(B) deliver to Mortgagee, within three (3) days after receipt of the same by Mortgagor, copies of all notices sent to Mortgagor relating to the REA, the Parking Agreement and the Hotel Agreements;

(C) deliver to Mortgagee, within three (3) days after receipt of the same by Mortgagor, copies of all notices sent to Mortgagor by Master Tenant or Master Sublessee (or any successor operating tenant) relating to the Master Lease or Master Sublease (or any successor master lease) to the extent that such notices are required to be sent in writing pursuant to the terms of the Master Lease or Master Sublease (or any successor master lease or master sublease);

(D) promptly notify Mortgagee of any default by any party under the REA, Parking Agreement, the Hotel Agreements, the Master Sublease and/or the Master Lease of which it is aware; and

(E) promptly deliver to Mortgagee a copy of each financial statement, business plan, capital expenditures plan, notice, report and estimate received by Mortgagor under the REA, the Parking Agreement, the Hotel Agreements, the Master Lease or the Master Sublease.

(v) Mortgagor covenants and agrees that it shall cause the Master Tenant and Master Sublessee pursuant to the terms of the Master Lease and Master Sublease to:

(A) (1) promptly perform and/or observe all of the covenants and agreements required to be performed and observed by Master Tenant or Master Sublessee under the Hotel Agreements and (2) do all things necessary to preserve and to keep unimpaired Master Tenant's and Master Sublessee's material rights under the Hotel Agreements;

(B) deliver to Mortgagor, for delivery to Mortgagee, within three (3) days after receipt of the same by Master Tenant or Master Sublessee, copies of all notices sent to Master Tenant or Master Sublessee by the Hotel Manager relating to the Hotel Agreements to the extent that such notices are required to be sent in writing pursuant to the terms of the Hotel Agreements;

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(C) promptly notify Mortgagor of any default by any party under the Hotel Agreements, Master Sublease and/or the Master Lease of which it is aware;

(D) promptly perform and observe all of the covenants and agreements required to be performed and observed by Master Tenant under the Master Lease and Master Sublessee under the Master Sublease;

(E) promptly enforce the performance and observance of all of the covenants and agreements required to be performed and/or observed under the REA, the Parking Agreement or Hotel Agreements; and

(F) promptly deliver to Mortgagor, for delivery to Mortgagee, a copy of each financial statement, business plan, capital expenditures plan, notice, report and estimate received by Master Tenant or Master Sublessee under the Hotel Agreements or the REA or the Parking Agreement.

(vi) Mortgagor covenants and agrees that it shall not permit or consent to, without Mortgagee's prior written consent:

(A) the surrender, termination or cancellation of the Hotel Agreements; provided, however, that Mortgagee's consent to the termination or cancellation of the Hotel Agreements shall not be unreasonably withheld, if there has been a material default of the Hotel Manager under the Hotel Agreements that continues beyond any applicable cure period thereunder;

(B) the reduction of the term of any of the Hotel Agreements;

(C) the increase of the amount of any charges payable by Master Tenant or Master Sublessee under the Hotel Agreements; or

(D) any other modification, change, supplement, alteration, or amendment in any material respect of the provisions of the Hotel Agreements, the Master Lease, the Master Sublease or any waiver or release of the rights and remedies of Master Tenant or Master Sublessee under the Hotel Agreements or the Master Sublease or any of the rights or remedies of Mortgagor or Master Tenant under the Master Lease or Master Sublease.

(vii) Mortgagor shall obligate the Master Tenant and Master Sublessee to maintain the Hotel Agreements in full force and effect and timely perform all of Master Tenant's and Master Sublessee's obligations thereunder and enforce performance of all obligations of the Hotel Manager thereunder.

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(viii) The Hotel Agreements shall be subordinate of the Loan subject to the terms of any subordination agreements which may be entered into from time to time.

(ix) The Master Lease and the Master Sublease shall be expressly subordinate to the Loan.

8.4. Approved Capital Leases At no time during the term of the Loan shall Mortgagor enter (or shall Mortgagor permit Master Tenant or Master Sublessee to enter) into leases for capital goods and equipment for the benefit of the Mortgaged Property without Mortgagee's prior written approval, except for leases shown in any budget approved by Mortgagor from time to time, which approval will not be unreasonably withheld.

ARTICLE 9

STATE SPECIFIC PROVISIONS

9.1. Special Provisions For State of Illinois. With respect to the Mortgaged Property which is located in the State of Illinois, notwithstanding anything contained herein to the contrary:

(i) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law 735 ILCS 5/15-1101 et seq. as amended from time to time (the "Act") or residential real estate as defined in Section 15-1219 of the Act. Mortgagor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Mortgagor and on behalf of each and every person or entity acquiring any interest in or title to the Mortgaged Property of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-1601(b) of the Act.

(ii) At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage secures (in addition to the amounts secured hereby) the payment of any and all Loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee in connection with the Loan; provided, however, that in no event shall the total amount secured hereby exceed two hundred (200%) of the face amount of the Note.

(iii) At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any Condemnation Proceeds), to any and all leases or of all or any part of the Mortgaged Property upon the execution by Mortgagee and recording thereof, at any time hereafter in the appropriate official records of the County wherein the Mortgaged Property is situated, of a unilateral declaration to that effect.

(iv) The final payment of the Note is due November 11, 2016.

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(v) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon any Event of Default by Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all reasonable expenses incurred by Mortgagee to the extent reimbursable under the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Secured Obligations.

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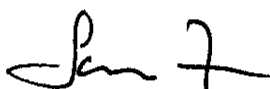
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of date first set forth above.

UST PRIME III HOTEL OWNER, L.P.,
an Illinois limited partnership

By: UST PRIME III HOTEL GP, LLC,
an Illinois limited liability company, its
General Partner

By: UST PRIME JOINT VENTURE III,
L.P., an Illinois limited partnership,
its sole Member

By: UST XIX CORPORATION, a
Florida corporation, its General
Partner

By: 
Name: Lance Fair
Title: Vice President

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STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 28 day of July, 2011, before me personally came Lance Fair, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of UST Prime III Hotel GP LLC, an Illinois limited liability company which is the general partner of UST Prime III Hotel Owner, L.P., an Illinois limited partnership, described in and which executed the foregoing instrument, and that he signed his name thereto by order of said general partner of said limited partnership



Notary Public in and for said County and State



My Commission Expires: 8-4-2013

Cook County Clerk's Office

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EXHIBIT A

LAND DESCRIPTION

PARCEL 1:

HOTEL PARCEL A

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL B

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 66.12 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE OF SAID TRACT, 222.37 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.76 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.85 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 MINUTES WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, 17.54 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET;

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THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 1.11 FEET;
 THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO
 THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL C

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46
 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 196.20 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32
 SECONDS EAST, 54.31 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 59.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO A POINT ON THE WEST LINE OF SAID TRACT;
 THENCE SOUTH 00 DEGREES 02 MINUTES 52 SECONDS EAST, ALONG SAID
 WEST LINE, 55.32 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE
 SOUTH 89 DEGREES 46 MINUTES 50 SECONDS EAST, 127.73 FEET THE POINT OF
 BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL D

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46

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MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF 57.34 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, 34.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.91 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.77 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.56 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 50.59 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 1.66 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL E

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 46 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE THEREOF, 33.03 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 10 SECONDS EAST, 34.42 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 9.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

HOTEL PARCEL F

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

OFFICE PARCEL 2

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THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT THAT PART THEREOF,

OFFICE PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, DATED AS OF MAY 6, 2003 AND RECORDED AUGUST 14, 2003 AS DOCUMENT 0322645090 MADE BY AND BETWEEN FEDERAL RESERVE BANK OF CHICAGO, A FEDERALLY CHARTERED CORPORATION AND LASALLE-ADAMS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY FOR INGRESS, EGRESS, ACCESS AND CIRCULATION OVER AND UPON THE PREMISES AS DESCRIBED AS EXHIBIT "D" ATTACHED THERETO.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED AND DESCRIBED IN SECTIONS 3.2 AND 4.2 OF THAT CERTAIN RECIPROCAL EASEMENT AND OPERATING AGREEMENT DATED MARCH 5, 2008 AND RECORDED MARCH 6, 2008 AS DOCUMENT 0806641192 MADE BY AND BETWEEN UST PRIME III HOTEL OWNER, L.P. AND UST PRIME III OFFICE OWNER, L.P. OVER PORTIONS OF THE FOLLOWING DESCRIBED LAND:

RETAIL PARCEL 1

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 69 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 288.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 23 MINUTES 53 SECONDS WEST, 34.46 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.17 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 21.76 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 18.05 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 17.93 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.74 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 58 SECONDS WEST, 28.45 FEET TO THE WEST LINE OF SAID TRACT; THENCE NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE, 74.90 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89

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DEGREES 45 MINUTES 44 SECONDS EAST, 35.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 103.35 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.40 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 15.94 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 24.85 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.62 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.67 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.93 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 16 SECONDS EAST, 34.37 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE, 66.12 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44 SECONDS EAST, 62.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE WEST LINE THEREOF, 62.57 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET;

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**THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 16.32 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 24.82 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 9.67 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.94 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 14.63 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 21.94 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.09 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 1.66 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 50.59 FEET;
 THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS EAST, 21.56 FEET;
 THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 78.23 FEET;
 THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS WEST, 54.31 FEET TO
 THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 46 MINUTES 50
 SECONDS EAST, 125.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.**

OFFICE PARCEL 1

**THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +13.53 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 62.57 FEET TO
 THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.41 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 3.34 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 16.32 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.88 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 34.21 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 2.04 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 188.59 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 1.21 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 10.58 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 7.82 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 14.53 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 7.82 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 46
 SECONDS WEST, 43.22 FEET TO THE WEST LINE OF SAID TRACT; THENCE
 NORTH 00 DEGREES 02 MINUTES 52 SECONDS WEST, ALONG SAID WEST LINE,
 18.18 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 66.39**

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FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 8.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 177.30 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 7.00 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 12.08 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.16 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.52 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 16.48 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 1.09 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 26.66 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 8.82 FEET;
 THENCE NORTH 00 DEGREES 12 MINUTES 59 SECONDS EAST, 0.67 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 14.00 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 0.62 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET;
 THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 24.85 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 15.94 FEET;
 THENCE SOUTH 00 DEGREES 12 MINUTES 59 SECONDS WEST, 3.34 FEET;
 THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 16.40 FEET TO
 THE EAST LINE OF SAID TRACT; THENCE SOUTH 00 DEGREES 04 MINUTES 44
 SECONDS EAST, 40.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

OFFICE PARCEL 2

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF
 BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16,
 TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN,
 TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN
 ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING
 ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE
 CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY
 PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT
 THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04
 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.34 FEET
 TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES
 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 56.20
 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.37 FEET
 TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01
 SECONDS WEST, 8.82 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 59
 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01
 SECONDS EAST, 8.82 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 59
 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS.

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OFFICE PARCEL 3

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TAKEN AS A TRACT, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +27.48 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00 DEGREES 04 MINUTES 44 SECONDS WEST, ALONG THE EAST LINE THEREOF, 165.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 45 MINUTES 44 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 32.08 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 16 SECONDS WEST, 34.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 47 MINUTES 01 SECONDS WEST, 10.11 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS WEST, 22.52 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 01 SECONDS EAST, 10.11 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 27 SECONDS EAST, 22.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 4

THE WEST 10 FEET OF LOT 1 AND ALL OF LOTS 2 TO 8 IN SUBDIVISION OF BLOCK 97 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +176.68 FEET ABOVE CHICAGO CITY DATUM, IN COOK COUNTY, ILLINOIS.

PINs: 17-16-220-003-0000
17-16-220-004-0000
17-16-220-005-0000
17-16-220-006-0000
17-16-220-007-0000
17-16-220-008-0000

ADDRESS: 151 W. ADAMS STREET, CHICAGO, ILLINOIS

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EXHIBIT B

PERMITTED EXCEPTIONS

As shown on the schedule of exceptions to coverage in the title policy issued to and accepted by Mortgagee contemporaneously with the execution and recordation of this Mortgage and insuring Mortgagee's interest in the Mortgaged Property.

Property of Cook County Clerk's Office

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