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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



1209645048

Doc#: 1209645048 Fee: \$116.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/05/2012 01:31 PM Pg: 1 of 40

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN: 07-13-401-005-0000**

**Address:**

**Street:** 601 North Martingale Raod

**Street line 2:**

**City:** Schaumburg

**State:** IL

**ZIP Code:** 60173

**Lender:** CANADIAN IMPERIAL BANK OF COMMERCE

**Borrower:** STREETS OF WOODFIELD HOLDINGS LLC

**Loan / Mortgage Amount:** \$100,000,000.00

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:** BFCEA7A4-9BB6-42CB-8AD8-34E5F9D383ED

**Execution date:** 03/30/2012

NCS-491778 IL1 + IL2

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**PREPARED BY, RECORDING  
REQUESTED BY, AND WHEN  
RECORDED MAIL TO:**

Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Attention: Thomas P. McGovern

(Space Above For Recording Use)

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

made by

**STREETS OF WOODFIELD HOLDINGS LLC**  
a Delaware limited liability company

as Borrower

for the benefit of

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
acting through its New York Agency

as Administrative Agent

DATED: as of March 30, 2012

Property Location: 601 Martingale Road  
Schaumburg, Illinois 60173  
County: Cook

NCS-491778 IL1  
2 of 4 IL2  
ny-1017155

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THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**") is made as of the 30<sup>th</sup> day of March, 2012, by **STREETS OF WOODFIELD HOLDINGS LLC**, a Delaware limited liability company, as mortgagor ("**Borrower**"), whose address is c/o Junius Real Estate Acquisitions, LLC, 270 Park Avenue, New York, New York 10017, in favor of **CANADIAN IMPERIAL BANK OF COMMERCE**, acting through its New York Agency, as Administrative Agent for the Lenders (as hereinafter defined) (together with its permitted successors and assigns in such capacity, "**Administrative Agent**"), whose address is 200 West Madison, Suite 2610, Chicago, Illinois 60606, Attn: Real Estate Group.

## WITNESSETH:

WHEREAS, Borrower, the lenders party thereto (each a "**Lender**" and collectively, the "**Lenders**") and Administrative Agent have entered into a Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated, replaced or supplemented from time to time, the "**Loan Agreement**"), pursuant to which the Lenders are making a secured loan to Borrower in the aggregate principal amount of up to ONE HUNDRED MILLION AND NO/100 DOLLARS (\$100,000,000.00) (the "**Loan**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. The Loan is evidenced by one or more Promissory Notes dated as of the date hereof made by Borrower to the respective order of the Lenders in the aggregate principal amount of ONE HUNDRED MILLION AND NO/100 DOLLARS (\$100,000,000.00) (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, extended, or supplemented from time to time, individually or collectively as the context requires, the "**Note**").

## NOW THEREFORE, FOR THE PURPOSES OF SECURING:

1. The Loan evidenced by the Note, together with interest thereon;
2. The full and prompt payment and performance of all of the provisions, agreements, covenants and obligations herein, in the Loan Agreement and in any other agreements, documents or instruments now or hereafter evidencing, guarantying, securing or otherwise relating to the indebtedness evidenced by the Note, whether executed or delivered by Borrower or by any indemnitor or guarantor with respect to any obligation of Borrower under the Loan Documents (each, hereinafter, a "**Guarantor**") or jointly and severally (the Loan Agreement, Note, this Mortgage, and such other agreements, documents and instruments, together with any and all renewals, amendments, extensions and modifications thereof, are hereinafter collectively referred to as the "**Loan Documents**");
3. Any and all additional advances made by Administrative Agent and the Lenders in accordance with the Loan Documents to protect or preserve the Property (as hereinafter defined) or the lien or security interest created hereby on the Property, or for taxes, assessments or insurance premiums or for performance of any of Borrower's obligations hereunder or under the other Loan Documents or for any other purpose provided herein or in the other Loan Documents (whether or not the original Borrower remains the owner of the Property at the time of such advances) and any and all costs and expenses required to be paid or reimbursed by Borrower and incurred by Administrative Agent and the Lenders hereunder in performing the obligations

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required to be performed by Borrower or otherwise incurred by Administrative Agent and the Lenders pursuant to the terms of this Mortgage, the Loan Agreement or the other Loan Documents, in each case, to the extent provided by the terms of the Loan Documents, together with interest on each such advance, cost or expense (which interest shall accrue at the Default Rate (as defined in the Loan Agreement) from the date of demand of payment by Administrative Agent and/or the Lenders until the date repaid by Borrower); and

4. Any and all other indebtedness now owing or which may hereafter be owing by Borrower to Administrative Agent and the Lenders in connection with the Loan, the Loan Documents and/or the Property, including, without limitation, all prepayment fees, Breakage Costs, commitment, deferred commitment, if any, and exit fees, if any, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof;

(All of the sums referred to in the foregoing Paragraphs (1) through (4) are herein sometimes referred to collectively as the **"Debt"**)

and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, TO SECURE THE PAYMENT OF THE LOAN, BORROWER HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, PLEDGES, WARRANTS, SETS OVER AND ASSIGNS, TO THE EXTENT ASSIGNABLE AND GRANTS A SECURITY INTEREST, TO ADMINISTRATIVE AGENT ON BEHALF OF THE LENDERS, AND THEIR PERMITTED SUCCESSORS AND ASSIGNS, with power of sale, in all of Borrower's estate, right, title and interest in, to and under any and all of the following described property, whether now owned or hereafter acquired (collectively, the **"Property"**):

A. All that certain real property referenced on the cover page of this Mortgage and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the **"Real Estate"**), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Borrower therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the **"Improvements"**);

C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Borrower as are now or hereafter used or furnished in

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operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Real Estate or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by Tenants (as hereinafter defined) of space in the Improvements);

D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Real Estate or under or above the same or any part or parcel thereof, and all estates, rights, claims, privileges, franchises, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Estate and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Real Estate or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;

F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Real Estate;

G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Administrative Agent pursuant to the Loan Agreement or any other of the Loan Documents, including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Reserves and the Cash Management Account, and all funds now or hereafter on deposit in the Clearing Account;

H. All leases (including, without limitation, oil, gas and mineral leases), subleases, licenses, concessions and occupancy agreements of all or any part of the Real Estate or the Improvements now or hereafter entered into and any guaranty thereof (each a "Lease" and collectively, the "Leases") and all rents, royalties, issues, profits, revenue, income, claims, judgments, awards, settlements and other benefits (collectively, the "Rents and Profits") of the Real Estate or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as hereinafter defined) or any of the General Intangibles (as hereinafter defined) and all cash or securities deposited to secure performance by the tenants, lessees, subtenants, sublessees or licensees, as applicable (each a "Tenant" and collectively, the "Tenants"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms;

I. All contracts and agreements now or hereafter entered into relating to the ownership or operation or management of the Real Estate or the Improvements or any portion of them (each a "Contract" and collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, franchise agreements,

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co-tenancy agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Real Estate or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Real Estate or the Improvements and any and all warranties and guaranties relating to the Real Estate or the Improvements or any fixtures, equipment or personal property owned by Borrower and located on and/or used in connection with the Property together with all revenue, income and other benefits thereof and all claims, judgments, awards and settlements arising thereunder;

J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Real Estate or the Improvements;

K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Real Estate or the Improvements, all names by which the Real Estate or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Borrower has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Real Estate or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Real Estate or the Improvements (collectively, the "**General Intangibles**");

L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Real Estate or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Real Estate or the Improvements;

M. All building materials, supplies and equipment now or hereafter placed on the Real Estate or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Real Estate or the Improvements;

N. Subject to the terms of Article IV of the Loan Agreement, any insurance policies or binders now or hereafter relating to the Property including any unearned premiums thereon;

O. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, subject to the terms of Article IV of the Loan Agreement, proceeds of insurance and condemnation awards and proceeds of refunds of any Taxes or Other Charges with respect to any period from and after the date hereof until the Loan is indefeasibly paid or defeased in full;

P. All right, title, interest and claim of Borrower in, to, under or pursuant to

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the Interest Rate Protection Agreement and any replacements, amendments or supplements thereto, and all income and proceeds thereof, and all claims of Borrower for breach by the counterparty thereunder of any covenant, agreement, representation or warranty contained in the Interest Rate Protection Agreement; and

Q. All other or greater rights and interests of every nature in the Real Estate or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Borrower.

**TO HAVE AND TO HOLD** the Property unto Administrative Agent, its permitted successors and assigns forever, and Borrower does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** the title to the Property unto Administrative Agent against every person whomsoever lawfully claiming or to claim the same or any part thereof.

## ARTICLE I COVENANTS OF BORROWER

For the purpose of further securing the Debt and for the protection of the security of this Mortgage, for so long as the Debt or any part thereof remains unpaid, Borrower covenants and agrees as follows:

1.1 Covenants, Representations and Warranties of Borrower Concerning the Property. Borrower covenants, represents and warrants to Administrative Agent as follows: (a) subject only to the Permitted Exceptions (as defined in the Loan Agreement) and such other matters expressly permitted by the Loan Agreement, Borrower has and shall have good and indefeasible fee simple title to the Real Estate; (b) Borrower has good right, full power and lawful authority to grant, bargain, mortgage, sell and convey the Property; (c) intentionally omitted; (d) this Mortgage when duly recorded in the appropriate public records creates a valid and enforceable lien upon the Property, subject only to the Permitted Exceptions, and, as of the date hereof, there are no defenses or offsets to this Mortgage or to any of the Debt; and (e) each and every warranty and representation of Borrower contained in any of the Loan Documents is true, complete and correct as of the date hereof in all material respects, and to the knowledge of Borrower, does not omit any material fact necessary to make such warranty or representation not misleading in any material respect.

1.2 Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens. Subject to the provisions of the Loan Agreement, Borrower shall (a) in accordance with the provisions of Section 4.7 of the Loan Agreement, repair, restore or rebuild any buildings or improvements now or hereafter on the Real Estate which may become damaged or be destroyed; (b) in accordance with the provisions of Section 4.14 of the Loan Agreement, keep the Property in good condition and repair, ordinary wear and tear excepted, without waste, and free from mechanics' liens or other liens or claims for lien not expressly permitted hereunder or under the Loan Documents (all subject to Borrower's right, if any, to contest in good faith and/or insure over as expressly set forth in the Loan Documents); (c) unless contested in good faith in accordance and in compliance with all of the provisions of Section 4.8 of the Loan Agreement, pay before delinquency any claims and demands of mechanics, materialmen, laborers and others

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for any work performed or materials delivered for the Real Estate or Improvements and immediately discharge any liens against the Property arising from any such claims and demands; (d) comply in all material respects with all requirements of Applicable Laws with respect to the Property and the operation or use thereof; (e) except as otherwise expressly permitted in the Loan Documents, initiate or acquiesce in no zoning variation or reclassification without Administrative Agent's prior written consent; (f) pay each item of the Debt when due according to the terms hereof or of the Note and the Loan Agreement; (g) suffer or permit no change in the nature or use of the Property without Administrative Agent's prior written consent, except as may be expressly permitted by the Loan Documents; and (h) make no material alterations to or demolish any portion of the Property except as required by Applicable Law and as contemplated and permitted by the Loan Agreement.

1.3 Payment of Taxes. Borrower covenants and agrees to pay all Taxes and Other Charges, subject to and in accordance with Section 4.5 of the Loan Agreement.

1.4 Tax Deposits. Borrower covenants and agrees to make monthly deposits with respect to Taxes and Other Charges when and as required by Section 4.6 of the Loan Agreement.

1.5 Insurance. Borrower shall comply with Administrative Agent's requirements for, and maintain casualty, liability and other policies of insurance relating to the Property, as required by Section 4.4 of the Loan Agreement. In case of Borrower's failure to keep the Property properly insured as required herein, Lender, after notice to Borrower and the expiration of any applicable cure period, at its option may (but shall not be required to) acquire such insurance as required herein at Borrower's sole expense.

1.6 Administrative Agent's Interest in and Use of Deposits. If an Event of Default (as hereinafter defined) has occurred and is continuing then in addition to any and all other rights set forth herein, in the Loan Documents, or otherwise available to Administrative Agent, Administrative Agent may, at its option, without being required to do so, apply any moneys at the time on deposit (including, without limitation, the Reserves) pursuant to any provision of this Mortgage, the Loan Agreement or any other Loan Documents, as any one or more of the same may be applicable, to any of the Debt, in such order and manner as Administrative Agent may elect subject however, to any express limitation set forth in the Loan Agreement. Such deposits are hereby pledged as additional security for the Debt and shall be held to be irrevocably applied by the depository for the purposes for which made under the Loan Agreement and shall not be subject to the direction or control of Borrower; provided, however, that neither Administrative Agent nor said depository shall be liable for any failure to apply to the payment of Taxes and Other Charges any amount so deposited unless such failure shall have occurred after Borrower, while not in default hereunder, shall have requested said depository in writing to make application of such funds to the payment of the particular Taxes and Other Charges for payment of which they were deposited, accompanied by the bills for such Taxes and Other Charges and otherwise strictly complied with the conditions for any such application of such deposits provided in the Loan Agreement, and after the expiration of all time periods therefor.



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1.7 Administrative Agent's Right to Apply Condemnation or Insurance Proceeds on Indebtedness. The rights of Administrative Agent to apply condemnation or insurance proceeds to the Debt, and any rights of Borrower to apply condemnation or insurance proceeds to the restoration of the Improvements, shall be governed by Section 4.7 of the Loan Agreement.

1.8 Borrower's Obligation to Rebuild and Use of Proceeds Therefor. Borrower's obligation to rebuild in the event of any fire or other casualty to the Improvements or any condemnation of all or any part of the Property, and the use of condemnation or insurance proceeds therefor, shall be governed by Section 4.7 of the Loan Agreement.

1.9 Stamp Tax. If, by the law of the United States of America, or of any state or political subdivision having jurisdiction over Borrower or the Property, any tax (other than income, franchise or similar tax) is due or becomes due in respect of the issuance of the Note, or recording of this Mortgage, Borrower covenants and agrees to pay such tax in the manner required and to the extent permitted by any such law subject however, to the terms and provisions of the Loan Agreement. Borrower further covenants to hold harmless and agrees to indemnify Administrative Agent, the Lenders and their respective officers, directors, employees, representatives, agents, permitted successors and assigns against any liability incurred by reason of the imposition of any tax on the issuance of the Note, or recording of this Mortgage, subject however, to the terms and provisions of the Loan Agreement.

1.10 Effect of Extensions of Time. If the payment of the Debt or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in the Property, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by Administrative Agent and the Lenders, notwithstanding such extension, variation or release. Borrower acknowledges that this Mortgage shall secure all extensions and renewals of any of the Debt. Any Person taking a junior mortgage or other lien upon the Property or any interest therein, shall take said lien subject to the rights of Administrative Agent and the Lenders herein to amend, modify and supplement this Mortgage, the Loan Agreement, the Note, and any other Loan Documents and to vary the rate of interest and the method of computing the same, and to impose additional fees and other charges, and to extend the maturity of the Debt, and to grant partial releases of the lien of this Mortgage, in each and every 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. Nothing contained in this Section 1.10 shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the Property, or any portion thereof, is sold, conveyed or encumbered unless expressly permitted by the Loan Agreement.

1.11 Administrative Agent's Performance of Defaulted Acts; Subrogation. If an Event of Default has occurred and is continuing, Administrative Agent may, but need not, make any payment or perform any act herein or therein required of Borrower, in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and make payments of any rents due or to become due and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim

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thereof, or redeem the Property from any tax sale or forfeiture affecting the Property or contest any tax or assessment. All moneys actually paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys actually advanced by Administrative Agent or the Lenders to protect the Property and the lien hereof, shall be, except as otherwise provided herein or in the Loan Agreement, so much additional indebtedness secured hereby, and shall become immediately due and payable within ten (10) Business Days of demand and with interest thereon from the date so advanced at the Default Rate. Inaction of Administrative Agent or any Lender shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower. Should any advance, or any amount paid out or advanced by Administrative Agent or the Lenders in accordance with the Loan Agreement, be used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Property or any part thereof on a parity with or prior or superior to the lien hereof, then as additional security hereunder, Administrative Agent and the Lenders shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, however remote, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment. Administrative Agent and any person designated by Administrative Agent shall have the right, and is hereby granted the right, to enter upon the Property subject to the rights of Tenants for the foregoing purposes.

1.12 Performance of Debt. Borrower shall pay when due the principal of and the interest on and other amounts evidenced by the Note and Borrower shall also pay all of the Debt as and when due, in each case on the terms and conditions more particularly set forth in the Loan Documents. Further, Borrower shall perform and comply in all material respects with all covenants, conditions, obligations and prohibitions required of Borrower in connection with any other document or instrument affecting title to the Property, or any part thereof, regardless of whether such document or instrument is superior or subordinate to this Mortgage, except as expressly provided by the Loan Documents and subject to any right to protest or challenge same as set forth in the Loan Agreement.

1.13 Assignment of Leases and Rents and Profits. As additional collateral and security for the payment and performance of the Debt and cumulative of any and all rights and remedies herein provided for, Borrower hereby absolutely and presently assigns to Administrative Agent (for the benefit of the Lenders) all existing and future Leases, and all existing and future Rents and Profits. Borrower hereby grants to Administrative Agent the sole, exclusive and immediate right, without taking possession of the Property, to demand, collect (by suit or otherwise), receive and give valid and sufficient receipts for any and all of said Rents and Profits, for which purpose Borrower does hereby irrevocably make, constitute and appoint, solely upon and during the occurrence of an Event of Default, Administrative Agent its attorney-in-fact with full power to appoint substitutes or a trustee to accomplish such purpose (which power of attorney shall be irrevocable so long as any Debt is outstanding, shall be deemed to be coupled with an interest, shall survive the voluntary or involuntary dissolution of Borrower and shall not be affected by any disability or incapacity suffered by Borrower subsequent to the date hereof). Administrative Agent and the Lenders shall be without liability for any loss that may arise from a failure or inability to collect Rents and Profits, proceeds or other payments. However, so long as no Event of Default is continuing under this Mortgage, Borrower shall have

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a license to operate, administer, govern and enforce the Leases and to collect and receive the Rents and Profits when due and prepayments thereof for not more than one (1) month prior to the due date thereof, except for security deposits which can include more than one (1) months rent. Upon the occurrence and during the continuance of an Event of Default, Borrower's license subject to the terms of the Loan Documents shall automatically terminate without notice to Borrower and Administrative Agent may thereafter, without taking possession of the Property, collect the Rents and Profits itself or by an agent or receiver. From and after the termination of such license, all of the Rents and Profits so collected by Borrower shall be held in trust by Borrower for the sole and exclusive benefit of Administrative Agent for the benefit of the Lenders and Borrower shall, within one (1) Business Day after receipt of any Rents and Profits, pay the same to Administrative Agent to be applied by Administrative Agent as hereinafter set forth. Borrower hereby irrevocably agrees that any Tenant paying Rents and Profits as directed by Administrative Agent (which direction shall be given only after the occurrence of an Event of Default) shall be deemed to have paid such amount in satisfaction of its obligation under such Tenant's Lease, and each Tenant may rely on such agreement by Borrower. Neither the demand for or collection of Rents and Profits by Administrative Agent, nor the exercise of Administrative Agent's rights as assignee of the Leases, shall constitute any assumption by Administrative Agent or any Lender of any obligations under any Lease or other agreement relating thereto. Administrative Agent is obligated to account only for such Rents and Profits as are actually collected or received by Administrative Agent. Borrower irrevocably agrees and consents that the respective payors of the Rents and Profits shall, upon demand and notice from Administrative Agent of an Event of Default hereunder, pay said Rents and Profits to Administrative Agent without liability to determine the actual existence of any Event of Default claimed by Administrative Agent. Borrower hereby waives any right, claim or demand which Borrower may now or hereafter have against any such payor by reason of such payment of Rents and Profits to Administrative Agent, and any such payment shall discharge such payor's obligation to make such payment to Borrower. All Rents and Profits collected or received by Administrative Agent in accordance herewith shall be applied against all reasonable expenses of collection, including, without limitation, reasonable attorneys' fees, against costs of operation and management of the Property and against the Debt, in whatever order or priority as to any of the items so mentioned as Administrative Agent directs in its sole subjective discretion and without regard to the adequacy of its security. Neither the exercise by Administrative Agent of any rights under this Section 1.13 nor the application of any Rents and Profits to the Debt shall cure or be deemed a waiver of any Default or Event of Default hereunder. The assignment of Leases and of Rents and Profits hereinabove granted shall continue in full force and effect during any period of foreclosure or redemption with respect to the Property.

1.14 Leasing Limitations. All Leases entered into by Borrower with respect to the Property, and all of Borrower's rights with respect to such Leases, and Borrower's actions in exercising (or not exercising) such rights, in each case shall conform with the requirements of the Loan Agreement.

1.15 Alienation and Further Encumbrances.

(a) Borrower acknowledges that (i) Administrative Agent and the Lenders have examined and relied on the creditworthiness and experience of the principals of Borrower in owning and operating properties such as the Property in agreeing to make the Loan,

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(ii) Administrative Agent and the Lenders will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for the Debt, and (iii) Administrative Agent and the Lenders have a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt, Administrative Agent and the Lenders can recover the Debt by a sale of the Property. Borrower shall not Transfer the Property or any part thereof or suffer or permit any Transfer to occur, other than a Permitted Transfer or a Transfer which is otherwise expressly permitted under the Loan Agreement.

(b) Neither Administrative Agent nor any Lender shall be required to demonstrate any actual impairment of Administrative Agent's or the Lenders' security or any increased risk of default under the Loan Documents in order to declare the Debt immediately due and payable upon any Transfer in violation of this Section 1.15. This provision shall apply to every Transfer of the Property regardless of whether voluntary or not. Any Transfer made in contravention of this Section 1.15 shall be null and void and of no force and effect. Borrower agrees to bear and shall pay or reimburse Administrative Agent on demand for all reasonable expenses (including reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Administrative Agent in connection with the review, approval and documentation of any Transfer permitted under the Loan Agreement.

1.16 Use of Rents and Profits. All Rents and Profits generated by or derived from the Property shall be utilized in accordance with the terms and provisions of the Loan Agreement, including, without limitation, Section 4.12 thereof.

1.17 Access Privileges and Inspections. Subject to reasonable written notice from Administrative Agent to Borrower, Administrative Agent and the agents, representatives and employees of Administrative Agent shall, subject to the rights of Tenants, have full and free access, to the Real Estate and the Improvements and any other location where books and records concerning the Property are kept at all reasonable times for the purposes of inspecting the Property and of examining, copying and making extracts from the books and records of Borrower relating to the Property. Borrower shall lend assistance to all such agents, representatives and employees of Administrative Agent. The rights granted pursuant to this Section 1.17 shall not be deemed to permit invasive testing at the Property which is governed by the Hazardous Substances Indemnity Agreement.

1.18 Further Documentation. Borrower shall, at no material expense of Borrower, on the request of Administrative Agent, promptly: (a) correct any defect, error or omission which may be discovered in the contents of this Mortgage or in the contents of any of the other Loan Documents; (b) execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements and assignments of rents or leases) and promptly do such further acts as may be necessary to carry out more effectively the purposes of this Mortgage and the other Loan Documents and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Property; (c) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing

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statement) deemed reasonably advisable by Administrative Agent to protect, continue or perfect the liens or the security interests hereunder against the rights or interests of third persons; and (d) furnish to Administrative Agent and/or the Lenders, upon Administrative Agent's request, written statement and estoppel certificate addressed to Administrative Agent and/or the Lenders and in form supplied by Administrative Agent, setting forth all amounts due under the Note and the other Loan Documents, stating whether, to Borrower's knowledge, any Default or Event of Default exists, any offsets or defenses exist against the Debt, affirming that the Loan Documents have not been modified (or if they have been modified, specifying the modifications), and containing such other matters as Administrative Agent may reasonably require. In addition, Administrative Agent agrees to furnish to Borrower, on behalf of the Lenders, and upon Borrower's request, a written statement and estoppel certificate addressed to Borrower or its designee, setting forth: (i) the current outstanding amount of the Loan, (ii) the amounts and/or existence of any reserves or impounds with respect to the Loan, (iii) to Administrative Agent's knowledge, whether or not any defaults exist under the Loan by either party, and (iv) the current notice addresses for Administrative Agent and/or the Lenders, if applicable.

1.19 Security Interest and Security Agreement. This Mortgage is also a security agreement under the Uniform Commercial Code as adopted in the State of Illinois for any of the Property which, under applicable Law, may be subject to a security interest under the Uniform Commercial Code, whether acquired now or in the future, including, without limitation, the Cash Management Account, the Clearing Account, the Reserves and all products, and cash and non-cash proceeds thereof (collectively the "UCCLE Collateral"). Borrower hereby grants to Administrative Agent (for the benefit of the Lenders) a security interest in the UCCLE Collateral. Borrower hereby authorizes Administrative Agent to file and/or record such financing statements, continuation statements and amendments, in such form as Administrative Agent may reasonably require, in order to perfect or continue the perfection of this security interest (and Borrower hereby agrees to execute and/or deliver to Administrative Agent any such financing statements, continuation statements and amendments, if reasonably requested by Administrative Agent). Borrower shall pay all reasonable costs of preparing and filing such statements, and all costs and expenses of any record searches for financing statements that Administrative Agent may reasonably require at the time of Loan origination or any modification of the Loan. Without the prior written consent of Administrative Agent, Borrower shall not create or permit to exist any other lien or security interest in any of the UCCLE Collateral except as expressly permitted under the Loan Documents. The name and address of Borrower (as debtor under any applicable Uniform Commercial Code) and Administrative Agent (as secured party under any applicable Uniform Commercial Code) are as set forth on Page 1 of this Mortgage.

1.20 Easements and Rights-of-Way. Except as otherwise expressly permitted under the Loan Documents, Borrower shall not grant any easement or right-of-way with respect to all or any portion of the Real Estate or the Improvements without the prior written consent of Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed. The purchaser at any foreclosure sale hereunder may, at its discretion, disaffirm any easement or right-of-way granted in violation of any of the provisions of this Mortgage and may take immediate possession of the Property free from, and despite the terms of, such grant of easement or right-of-way. If Administrative Agent consents to the grant of an easement or right-of-way, Administrative Agent agrees to grant such consent provided that Administrative Agent is

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paid all reasonable expenses, including, without limitation, reasonable attorneys' fees, actually incurred by Administrative Agent in the review of Borrower's request and in the preparation of documents effecting the subordination. Borrower shall at all times comply with all easement agreements, reciprocal easement agreements, declarations, restrictive covenants and any other similar types of agreements now or hereafter affecting the Property, and Borrower shall not amend, modify or terminate any such easement agreements, reciprocal easement agreements, declarations, restrictive covenants or any other similar types of agreements in any material respect without Administrative Agent's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except as expressly provided in the Loan Documents.

1.21 Additional Taxes. Subject to and except as otherwise provided in Section 2.3(c) of the Loan Agreement, in the event of the enactment after this date of any law of the state where the Property is located or of any other governmental entity deducting from the value of the Property for the purpose of taxation any lien or security interest thereon, or imposing upon Administrative Agent or any Lender the payment of the whole or any part of the Taxes or Other Charges herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or security agreements or debts secured by mortgages or security agreements or the interest of Administrative Agent or secured party in the property covered thereby, or the manner of collection of such Taxes or Other Charges, so as to adversely affect this Mortgage or the Debt or Administrative Agent or the Lenders, then, and in any such event, Borrower, upon demand by Administrative Agent, shall pay such Taxes or Other Charges, or reimburse Administrative Agent therefor; provided, however, that if in the opinion of counsel for Administrative Agent (a) it might be unlawful to require Borrower to make such payment, or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by Applicable Law, then and in either such event, Administrative Agent may elect, by notice in writing given to Borrower, to declare all of the Debt to be and become due and payable in full one hundred eighty (180) days from the giving of such notice; provided however that no fee or penalty whatsoever shall be payable in connection with any acceleration pursuant to the terms of this Section 1.21 other than Breakage Costs, if any.

1.22 Borrower's Waivers. To the full extent permitted by Applicable Law, Borrower shall not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, moratorium or extension, or any law now or hereafter in force providing for the reinstatement of the Debt prior to any sale of the Property to be made pursuant to any provisions contained herein or prior to the entering of any decree, judgment or order of any court of competent jurisdiction, or any right under any statute to redeem all or any part of the Property so sold. Borrower, for Borrower and Borrower's successors and assigns, and for any and all persons ever claiming any interest in the Property, to the full extent permitted by Applicable Law, hereby knowingly, intentionally and voluntarily with and upon the advice of competent counsel: (a) waives, releases, relinquishes and forever forgoes all rights of valuation, appraisal, stay of execution, reinstatement and notice of election or intention to mature or declare due the Debt (except such notices as are specifically provided for in the Loan Agreement); (b) waives, releases, relinquishes and forever forgoes all right to a marshalling of the assets of Borrower, including the Property, to a sale in the inverse order of alienation, or to direct the order in which any of the Property shall be sold in the event of foreclosure of the liens and security interests hereby created and agrees that any

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court having jurisdiction to foreclose such liens and security interests may order the Property sold as an entirety; and (c) waives, releases, relinquishes and forever forgoes all rights and periods of redemption provided under Applicable Law. To the full extent permitted by Applicable Law, Borrower shall not have or assert any right under any statute or rule of law pertaining to the exemption of homestead or other exemption under any federal, state or local law now or hereafter in effect, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Administrative Agent or the Lenders under the terms of this Mortgage to a sale of the Property, for the collection of the Debt without any prior or different resort for collection, or the right of Administrative Agent and the Lenders under the terms of this Mortgage to the payment of the Debt out of the proceeds of sale of the Property in preference to every other claimant whatever. Further, Borrower hereby knowingly, intentionally and voluntarily, with and upon the advice of competent counsel, waives, releases, relinquishes and forever forgoes all present and future statutes of limitations as a defense to any action to enforce the provisions of this Mortgage or to collect any of the Debt to the fullest extent permitted by Applicable Law. Borrower covenants and agrees that upon the commencement of a voluntary or involuntary bankruptcy proceeding by or against Borrower, Borrower shall not seek a supplemental stay or otherwise shall not seek pursuant to 11 U.S.C. §105 or any other provision of the Bankruptcy Reform Act of 1978, as amended, or any other debtor relief law (whether statutory, common law, case law, or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable, to stay, interdict, condition, reduce or inhibit the ability of Administrative Agent or any Lender to enforce any rights of Administrative Agent or such Lender against any Guarantor of the Debt or any other Person liable with respect thereto by virtue of any indemnity, guaranty or otherwise.

1.23 Hazardous Waste and Other Substances. Borrower hereby covenants to comply with all of Borrower's requirements concerning Environmental Laws and Hazardous Substances as required by the Loan Agreement.

## ARTICLE II EVENTS OF DEFAULT

2.1 Events of Default. The occurrence of an Event of Default under the Loan Agreement or a default hereunder or under any other Loan Document that shall not have been cured within the applicable notice, grace and/or cure period provided therefor (if any) shall be deemed an event of default ("**Event of Default**") under this Mortgage.

## ARTICLE III REMEDIES

3.1 Remedies Available. If an Event of Default shall occur and be continuing under this Mortgage, then the Property shall be subject to sale and this Mortgage shall be subject to foreclosure, all as provided by Applicable Law, and Administrative Agent may, at its option and by or through a trustee, nominee, assignee or otherwise, to the fullest extent permitted by Applicable Law, exercise any or all of the following rights, remedies and recourses, either successively or concurrently during the continuance of the applicable Event of Default, all to the full extent permitted by law:

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(a) Acceleration. Accelerate the maturity date of the Note and declare any or all of the Debt to be immediately due and payable without any presentment, demand, protest, notice, or action of any kind whatever (each of which is hereby expressly waived by Borrower to the extent permitted by law), whereupon the same shall become immediately due and payable. Upon any such acceleration, payment of such accelerated amount shall constitute a prepayment of the principal balance of the Note and any applicable prepayment fee provided for in the Note, the Loan Agreement or any other Loan Document shall then be immediately due and payable.

(b) Entry on the Property. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, but subject to the rights of Tenants and other parties who derive rights to the Property through Permitted Exceptions or other matters of record permitted to be recorded pursuant to the Loan Agreement, enter upon and take possession of the Property, or any part thereof, without force or with such force as is permitted by Applicable Law and without notice or process or with such notice or process as is required by Applicable Law unless such notice and process is waivable, in which case Borrower hereby waives such notice and process, and do any and all acts and perform any and all work which may be desirable or necessary in Administrative Agent's judgment to complete any unfinished construction on the Real Estate, to preserve the value, marketability or rentability of the Property, to increase the income therefrom, to manage and operate the Property or to protect the security hereof and all out-of-pocket sums actually expended by Administrative Agent therefor, together with interest thereon at the Default Rate, shall be immediately due and payable to Administrative Agent by Borrower on demand.

(c) Collect Rents and Profits. With or without taking possession of the Property, sue or otherwise collect the Rents and Profits, including those past due and unpaid.

(d) Appointment of Receiver. To the full extent permitted by Applicable Law, upon, or at any time prior to or after, initiating the exercise of any power of sale, instituting any judicial foreclosure or instituting any other foreclosure of the liens and security interests provided for herein or any other legal proceedings hereunder, make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as a matter of strict right and without notice to Borrower and without regard to the adequacy of the Property for the repayment of the Debt or the solvency of Borrower or any person or persons liable for the payment of the Debt, and Borrower does hereby irrevocably consent to such appointment, waives any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by Administrative Agent, but nothing herein is to be construed to deprive Administrative Agent or the Lenders of any other right, remedy or privilege Administrative Agent or the Lenders may now have under the law to have a receiver appointed; provided, however, that, the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Administrative Agent to receive payment of the Rents and Profits pursuant to other terms and provisions hereof. Any such receiver shall have all of the usual powers and duties of receivers in similar cases, including, without limitation, the full power to hold, develop, rent, lease, manage, maintain, operate and otherwise use or permit the use of the Property upon such terms and conditions as said receiver may deem to be prudent and reasonable under the circumstances as more fully set forth in Section 3.3 hereof. Such receivership shall, at the option of Administrative Agent, continue until full payment of all of the Debt or until title to the Property



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shall have passed by foreclosure sale under this Mortgage or deed in lieu of foreclosure.

(e) Foreclosure. Immediately commence an action to foreclose this Mortgage or to specifically enforce its provisions or any of the Debt pursuant to the statutes in such case made and provided and sell the Property or cause the Property to be sold in accordance with the requirements and procedures provided by said statutes in a single parcel or in several parcels at the option of Administrative Agent.

(1) Without limiting any of the rights of Administrative Agent or the Lenders (and the obligations of Borrower) under Section 3.7 hereof, in the event foreclosure proceedings are filed by Administrative Agent, all expenses incident to such proceedings, including, but not limited to, reasonable attorneys' fees and costs, shall be paid by Borrower and secured by this Mortgage and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note. The Debt and all other obligations secured by this Mortgage, including, without limitation, interest at the Default Rate, any prepayment charge, fee or premium required to be paid under the Note in order to prepay principal (to the extent permitted by Applicable Law), reasonable attorneys' fees and any other amounts due and unpaid to Administrative Agent and the Lenders under the Loan Documents, may be bid by Administrative Agent in the event of a foreclosure sale hereunder. In the event of a judicial sale pursuant to a foreclosure decree, it is understood and agreed that Administrative Agent or its permitted assigns may become the purchaser of the Property or any part thereof.

(2) Administrative Agent may, by following the procedures and satisfying the requirements prescribed by Applicable Law, foreclose on only a portion of the Property and, in such event, said foreclosure shall not affect the lien of this Mortgage on the remaining portion of the Property foreclosed.

(f) Rights under the Uniform Commercial Code. Exercise any or all of the remedies of a secured party under the Uniform Commercial Code against the UCCLE Collateral, either separately or together, and in any order, without in any way affecting the availability of Administrative Agent's or the Lenders' other remedies. Furthermore, to the extent permitted by Applicable Law, in conjunction with, in addition to or in substitution for the rights and remedies available to Administrative Agent or the Lenders pursuant to any applicable Uniform Commercial Code, (i) in the event of a foreclosure sale with respect to the portions of the Property which are not UCCLE Collateral, the Property (including the UCCLE Collateral) may, at the option of Administrative Agent and to the extent permitted by Applicable Law, be sold as a whole or in parts, as determined by Administrative Agent in its sole discretion; and (ii) it shall not be necessary that (A) Administrative Agent take possession of the UCCLE Collateral, or any part thereof, prior to the time that any sale pursuant to the provisions of this Section 3.1 is conducted, or (B) the UCCLE Collateral, or any part thereof, be present at the location of such sale; and (iii) Administrative Agent may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Administrative Agent, including the sending of notices and the conduct of the sale, but in the name and on behalf of Administrative Agent.

(g) Judicial Remedies. Proceed by suit or suits, at law or in equity, instituted by Administrative Agent to enforce the payment of the indebtedness secured hereby or the other

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obligations of Borrower hereunder or pursuant to the Loan Documents, to foreclose the liens and security interests of this Mortgage as against all or any part of the Property, and to have all or any part of the Property sold under the judgment or decree of a court of competent jurisdiction. This remedy shall be cumulative of any other non-judicial remedies available to Administrative Agent with respect to the Loan Documents. Proceeding with the request or receiving a judgment for legal relief shall not be or be deemed to be an election of remedies or bar any available non-judicial remedy of Administrative Agent.

(h) Other. Exercise any other right or remedy available hereunder, under any of the other Loan Documents or at law or in equity or otherwise.

3.2 Application of Proceeds. To the fullest extent permitted by Applicable Law, the proceeds of any sale under this Mortgage or of other exercises by Administrative Agent of its remedies shall be applied to the extent funds are so available to the following items in such order as Administrative Agent in its discretion may determine:

(a) To payment of the actual out-of-pocket costs, expenses and fees of taking possession of the Property, and of holding, operating, maintaining, using, leasing, repairing, improving, marketing and selling the same and of otherwise enforcing Administrative Agent's or the Lenders' rights and remedies hereunder and under the other Loan Documents, including, but not limited to, receivers' fees, court costs, reasonable attorneys', accountants', appraisers', managers' and other professional fees, title charges and transfer taxes.

(b) To payment of all sums expended by Administrative Agent and the Lenders under the terms of any of the Loan Documents and not yet repaid, together with interest on such sums at the Default Rate.

(c) To payment of the Debt and all other obligations secured by this Mortgage, including, without limitation, interest at the Default Rate and, to the extent permitted by Applicable Law, any prepayment fee, charge or premium required to be paid under any of the Loan Documents in order to prepay principal, in any order that Administrative Agent chooses in its sole discretion.

The remainder, if any, of such funds shall be disbursed to Borrower or to the person or persons legally entitled thereto.

3.3 Right and Authority of Receiver or Administrative Agent in the Event of Default; Power of Attorney. Upon the occurrence of and during the continuance of an Event of Default hereunder, and entry upon the Property pursuant to Section 3.1(b) hereof or appointment of a receiver pursuant to Section 3.1(d) hereof, and under such terms and conditions as may be prudent and reasonable under the circumstances in Administrative Agent's or the receiver's sole discretion, all at Borrower's expense, Administrative Agent or said receiver, or such other persons or entities as they shall hire, direct or engage, as the case may be, may do or permit one or more of the following, successively or concurrently: (a) subject to the rights of Tenants and any other party claiming through the Permitted Exceptions or any other document of record which was recorded pursuant to the Loan Agreement, enter upon and take possession and control of any and all of the Property; (b) take and maintain possession of all documents, books, records,

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papers and accounts relating to the Property; (c) exclude Borrower and its agents, servants and employees wholly from the Property; (d) manage and operate the Property; (e) preserve and maintain the Property; (f) make repairs and alterations to the Property; (g) complete any construction or repair of the Improvements, with such changes, additions or modifications of the plans and specifications or intended disposition and use of the Improvements as Administrative Agent may in its sole discretion deem appropriate or desirable to place the Property in such condition as will, in Administrative Agent's sole discretion, make it or any part thereof readily marketable or rentable; (h) conduct a marketing or leasing program with respect to the Property, or employ a marketing or leasing agent or agents to do so, directed to the leasing or sale of the Property under such terms and conditions as Administrative Agent may in its sole discretion deem appropriate or desirable; (i) employ such contractors, subcontractors, materialmen, architects, engineers, consultants, managers, brokers, marketing agents, or other employees, agents, independent contractors or professionals, as Administrative Agent may in its sole discretion deem appropriate or desirable to implement and effectuate the rights and powers herein granted; (j) execute and deliver, in the name of Administrative Agent as attorney-in-fact or in its own name as Administrative Agent, such documents and instruments as are necessary or appropriate to consummate authorized transactions; (k) enter into such Leases, whether of real or personal property, under such terms and conditions as Administrative Agent may in its sole discretion deem appropriate or desirable; (l) collect and receive the Rents and Profits from the Property; (m) eject Tenants or repossess personal property, as provided by Applicable Law and subject to the terms of the Leases, for breaches of the conditions of their Leases; (n) sue for unpaid Rents and Profits, payments, income or proceeds in the name of Borrower or Administrative Agent; (o) maintain action in forcible entry and detainer, ejectment for possession and actions in distress for rent to the extent permitted by Applicable Law and/or the applicable Lease; (p) compromise or give acquittance for Rents and Profits, payments, income or proceeds that may become due; (q) delegate or assign any and all rights and powers given to Administrative Agent by this Mortgage, to the extent permitted by the Loan Agreement; and (r) do any acts which Administrative Agent in its sole discretion deems appropriate or desirable to protect the security hereof and use such measures, legal or equitable, as Administrative Agent may in its sole discretion deem appropriate or desirable to implement and effectuate the provisions of this Mortgage. This Mortgage shall constitute a direction to and full authority to any Tenant, lessee, or other Person who has heretofore dealt or contracted or may hereafter deal or contract with Borrower or Administrative Agent, at the request of Administrative Agent, to pay all amounts owing under any Lease, contract or other agreement to Administrative Agent without proof of the Event of Default relied upon. Any such Tenant, lessee or other Person is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Borrower in so doing) any request, notice or demand by Administrative Agent for the payment to Administrative Agent of any Rents and Profits or other sums which may be or thereafter become due under its Lease, contract or other agreement, or for the performance of any undertakings under any such Lease, contract or other agreement, and shall have no right or duty to inquire whether any Event of Default under this Mortgage, or any Event of Default under any of the other Loan Documents, has actually occurred or is then existing. Borrower hereby constitutes and appoints Administrative Agent, its assignees, successors, transferees and nominees, as Borrower's true and lawful attorney-in-fact and agent, with full power of substitution in the Property, in Borrower's name, place and stead, to do or permit any one or more of the foregoing described rights, remedies, powers and authorities, successively or concurrently, and said power

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of attorney shall be deemed a power coupled with an interest and irrevocable so long as any Debt is outstanding. Any money advanced by Administrative Agent in connection with any action taken under this Section 3.3, together with interest thereon at the Default Rate from the date of demand on Borrower to pay such advancement by Administrative Agent until actually paid by Borrower, shall be a demand obligation owing by Borrower to Administrative Agent.

3.4 Occupancy After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Borrower or Borrower's representatives, successors or assigns, or any other persons claiming any interest in the Property by, through or under Borrower (except Tenants of space in the Improvements subject to Leases entered into prior to the date thereof), are occupying or using the Property, or any part thereof, then, to the extent not prohibited by Applicable Law, each and all shall, at the option of Administrative Agent or the purchaser at such sale, as the case may be, immediately become the Tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or Tenant, at a reasonable rental per day based upon the value of the Property occupied or used, such rental to be due daily to the purchaser. Further, to the extent permitted by Applicable Law, in the event the Tenant fails to surrender possession of the Property upon the termination of such tenancy, the purchaser shall be entitled to institute and maintain an action for unlawful detainer of the Property in the appropriate court of the county in which the Real Estate is located.

3.5 Notice to Account Debtors. Administrative Agent may, at any time after an Event of Default is continuing hereunder, notify the account debtors and obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness, to Borrower included in the Property to pay Administrative Agent directly. Borrower shall at any time or from time to time upon the request of Administrative Agent provide to Administrative Agent a current list of all such account debtors and obligors and their addresses.

3.6 Cumulative Remedies. All remedies contained in this Mortgage or in any other Loan Document are cumulative and Administrative Agent and the Lenders shall also have all other remedies provided at law, in equity or otherwise. Such remedies may be pursued separately, successively or concurrently at the sole subjective direction of Administrative Agent and may be exercised in any order and as often as occasion therefor shall arise. No act of Administrative Agent or any Lender shall be construed as an election to proceed under any particular provisions of this Mortgage to the exclusion of any other provision of this Mortgage or as an election of remedies to the exclusion of any other remedy which may then or hereafter be available to Administrative Agent or the Lenders. No delay or failure by Administrative Agent to exercise any right or remedy under this Mortgage shall be construed to be a waiver of that right or remedy or of any Event of Default hereunder. Administrative Agent may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

3.7 Payment of Expenses. Borrower shall pay on demand all of Administrative Agent's and the Lenders' reasonable out-of-pocket expenses incurred in any efforts to enforce any terms of this Mortgage (excluding any enforcement of this Agreement against a Lender), whether or not any lawsuit is filed and whether or not foreclosure is commenced but not completed, including, but not limited to, reasonable legal fees and disbursements, foreclosure costs and title charges, together with interest thereon from and after

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the date of such demand by Administrative Agent or the applicable Lender until actually paid by Borrower at the Default Rate. **FURTHERMORE, BORROWER SHALL, AND DOES HEREBY, INDEMNIFY ADMINISTRATIVE AGENT AND THE LENDERS FOR, AND HOLD ADMINISTRATIVE AGENT AND THE LENDERS HARMLESS FROM, ANY AND ALL ACTUAL LOSSES, COSTS, EXPENSES, CLAIMS, ACTIONS, DEMANDS, LIABILITIES, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY ADMINISTRATIVE AGENT AND THE LENDERS UNDER THIS MORTGAGE OR BY THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER, AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST ADMINISTRATIVE AGENT OR ANY LENDER BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ADMINISTRATIVE AGENT'S OR THE LENDERS' PART WITH RESPECT TO THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THE LOAN DOCUMENTS, OTHER THAN THOSE RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADMINISTRATIVE AGENT OR THE LENDERS.** Should Administrative Agent or such Lender incur any such liability, the amount thereof, including, without limitation, court costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate from the date of demand by Administrative Agent or such Lender until actually paid by Borrower, shall be immediately due and payable to Administrative Agent from Borrower on demand.

## ARTICLE IV

### INTENTIONALLY OMITTED

## ARTICLE V

### MISCELLANEOUS TERMS AND CONDITIONS

5.1 Time of Essence. Time is of the essence with respect to all provisions of the Loan Documents.

5.2 Release of Mortgage. If all of the Debt shall be paid, then and in that event only, upon delivery and recordation of a written satisfaction of this Mortgage, all rights under this Mortgage shall terminate except for those provisions hereof which by their terms survive, and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be promptly released by Administrative Agent in due form at Borrower's cost. No release of this Mortgage or the lien hereof shall be valid unless executed by Administrative Agent.

5.3 Certain Rights of Administrative Agent. Without affecting Borrower's liability for the payment of any of the Debt, Administrative Agent may (with the consent of the Lenders or the Required Lenders to the extent required under the Loan Agreement) from time to time and without notice to Borrower: (a) release any person liable for the payment of the Debt; (b) accept additional real or personal property of any kind as security or alter, substitute or

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release any property securing the Debt; (c) consent in writing to the making of any subdivision map or plat thereof; or (e) join in granting any easement therein.

5.4 Waiver of Certain Defenses. To the extent permitted by Applicable Law, no action for the enforcement of the lien hereof or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing the same in an action at law upon the Note or any of the other Loan Documents.

5.5 Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be sent in the manner required by Section 8.5 of the Loan Agreement.

5.6 Successors and Assigns. The terms, provisions, indemnities, covenants and conditions hereof shall be binding upon Borrower and the successors and assigns of Borrower, including all successors in interest of Borrower in and to all or any part of the Property, and shall inure to the benefit of Administrative Agent, the Lenders and their respective permitted successors and assigns, and shall constitute covenants running with the land. All indemnities in this Mortgage for the benefit of Administrative Agent and/or the Lenders shall inure to the benefit of Administrative Agent and the Lenders and each of their respective directors, officers, shareholders, partners, members, managers, employees and agents (including, without limitation, any servicers retained by Administrative Agent with respect to the Loan), and permitted pledgees and participants of the Debt, and their respective permitted successors and assigns. All references in this Mortgage to Borrower or Administrative Agent shall be deemed to include each such party's permitted successors and assigns. If Borrower consists of more than one person or entity, each will be jointly and severally liable to perform the obligations of Borrower.

5.7 Severability. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

5.8 Interpretation. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, and vice versa, unless the context otherwise requires. The headings of the sections and paragraphs of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof. In the event of any inconsistency between the provisions hereof and the provisions in any of the other Loan Documents, it is intended that the provisions of the Loan Agreement shall be controlling, except for Section 5.26 which shall control over any inconsistency in any Loan Document.

5.9 Waiver: Discontinuance of Proceedings. Administrative Agent may waive any single Event of Default by Borrower hereunder without waiving any other prior or subsequent Event of Default. Administrative Agent may remedy any Event of Default by Borrower hereunder without waiving the Event of Default remedied. Neither the failure by Administrative Agent to exercise, nor the delay by Administrative Agent in exercising, any right,

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power or remedy upon any Event of Default by Borrower hereunder shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Administrative Agent of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose given. No notice to nor demand on Borrower in any case shall of itself entitle Borrower to any other or further notice or demand in similar or other circumstance. Acceptance by Administrative Agent of any payment in an amount less than the amount then due on any of the Debt shall be deemed an acceptance on account only and shall not in any way affect the existence of a Default or an Event of Default hereunder. In case Administrative Agent shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Administrative Agent shall have the unqualified right to do so and, in such an event, Borrower and Administrative Agent shall be restored to their former positions with respect to the Debt, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Administrative Agent shall continue as if the same had never been invoked.

5.10 Governing Law. This Mortgage will be governed by and construed in accordance with the laws of the State in which the Real Estate is located, provided that to the extent any of such laws may now or hereafter be preempted by Federal law, in which case such Federal law shall so govern and be controlling.

5.11 Counting of Days. The term "days" when used herein shall mean calendar days. If any time period ends on a Saturday, Sunday or holiday officially recognized by the state within which the Real Estate is located, the period shall be deemed to end on the next succeeding Business Day.

5.12 Relationship of the Parties. The relationship between Borrower and the Lenders is that of a borrower and a lender only and neither of those parties is, nor shall it hold itself out to be, the agent, employee, joint venturer or partner of the other party.

5.13 Application of the Proceeds of the Note. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by the Lenders at Borrower's request and the Lenders shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released.

5.14 Unsecured Portion of Indebtedness. If any part of the Debt cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made

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shall be applied on said indebtedness first in discharge of that portion thereof which is unsecured by this Mortgage.

5.15 Interest After Sale. In the event the Property or any part thereof shall be sold upon foreclosure as provided hereunder, to the extent permitted by Applicable Law, the sum for which the same shall have been sold shall, for purposes of redemption (pursuant to the laws of the state in which the Property is located), bear interest at the Default Rate.

5.16 Construction of this Document. This document may be construed as a mortgage, security deed, deed of trust, chattel mortgage, conveyance, assignment, security agreement, pledge, financing statement, hypothecation or contract, or any one or more of the foregoing, as determined by Administrative Agent, in order to fully effectuate the liens and security interests created hereby and the purposes and agreements herein set forth.

5.17 No Merger. It is the desire and intention of the parties hereto that this Mortgage and the lien hereof do not merge in fee simple title to the Property. It is hereby understood and agreed that should Administrative Agent acquire any additional or other interests in or to the Property or the ownership thereof, then, unless a contrary intent is manifested by Administrative Agent as evidenced by an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in such other or additional interests in or to the Property, toward the end that this Mortgage may be foreclosed as if owned by a stranger to said other or additional interests.

5.18 Rights With Respect to Junior Liens. Any person or entity purporting to have or to take a junior mortgage or other lien upon the Property or any interest therein shall be subject to the rights of Administrative Agent to amend, modify, increase, vary, alter or supplement this Mortgage, the Note or any of the other Loan Documents and to extend the maturity date of the Debt and to increase the amount of the Debt and to waive or forebear the exercise of any of its rights and remedies hereunder or under any of the other Loan Documents and to release any collateral or security for the Debt, in each and every case without obtaining the consent of the holder of such junior lien and without the lien or security interest of this Mortgage losing its priority over the rights of any such junior lien.

5.19 Fixture Filing. To the extent permitted under Applicable Law, this Mortgage shall be effective from the date of its recording as a financing statement filed as a fixture filing with respect to all goods constituting part of the Property which are or are to become fixtures. This Mortgage shall also be effective as a financing statement covering minerals or the like (including oil and gas) and is to be filed for record in the real estate records of the county where the Property is situated. The mailing address of Borrower, as debtor and the address of Administrative Agent, as secured party, from which information concerning the security interests may be obtained are set forth above.

5.20 After-Acquired Property. All property acquired by Borrower after the date of this Mortgage which by the terms of this Mortgage shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further mortgage, conveyance or assignment become subject to the lien and security interest created by this Mortgage. Nevertheless, Borrower shall execute, acknowledge, deliver



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and record or file, as appropriate, all and every such further mortgages, security agreements, financing statements, assignments and assurances, as Administrative Agent shall require for accomplishing the purposes of this Mortgage.

5.21 Counterparts. This Mortgage may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Mortgage may be detached from any counterpart of this Mortgage without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Mortgage identical in form hereto but having attached to it one or more additional signature pages.

5.22 Recording and Filing. Borrower will cause the Loan Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and re-filed in such manner and in such places as Administrative Agent shall reasonably request, and will pay on demand all such recording, filing, re-recording and re-filing taxes, fees and other charges. Borrower shall reimburse Administrative Agent, or its servicing agent, for the reasonable out-of-pocket costs incurred in obtaining a tax service company to verify the status of payment of Taxes and Other Charges on the Property.

5.23 Entire Agreement and Modification. This Mortgage and the other Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and thereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated. This Mortgage and the other Loan Documents may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by Administrative Agent and Borrower. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

5.24 Maximum Interest. The provisions of Section 2.2(i) of the Loan Agreement are incorporated in this Mortgage by reference as if more fully set forth herein.

5.25 SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(a) BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE IN WHICH THE REAL ESTATE IS LOCATED OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THE NOTE, THIS MORTGAGE OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION OVER THE COUNTY IN WHICH THE REAL ESTATE IS LOCATED, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF ADMINISTRATIVE AGENT TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY

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OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN SECTION 5.5 HEREOF, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

(b) EACH OF BORROWER, ADMINISTRATIVE AGENT AND THE LENDERS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE DEBT OR ANY CONDUCT, ACT OR OMISSION OF BORROWER, ADMINISTRATIVE AGENT OR ANY LENDER OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH BORROWER, ADMINISTRATIVE AGENT OR ANY LENDER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

5.26 State-Specific Provisions. In the event of any inconsistency or disagreement between the terms and provisions set forth in this Section 5.26 and the other terms and provisions of this Mortgage or the terms and provisions in any other Loan Documents, the terms and provisions of this Section 5.26 shall govern, control and supersede such other terms and provisions to the extent of such inconsistency or disagreement.

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

(i) all advances by Administrative Agent and the Lenders in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild any improvements upon the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;

(ii) payments by Administrative Agent and the Lenders of: (A) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed

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upon the Property or any part hereof; (B) other obligations authorized by this Mortgage; or (C) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

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

(iv) the Administrative Agent's or any Lender's fees and costs, including reasonable attorney's fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred in subsection (b)(1) of Section 15-1508 of the Act;

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

(vi) expenses incurred and expenditures made by Administrative Agent or any Lender for any one or more of the following: (1) premiums for casualty and liability insurance required by the Loan Documents paid by the Lender whether or not the Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or the Lender takes possession of the Property imposed by subsection (c)(1) of Section 15-1704 of the Act, (2) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (3) payments required or deemed by the Administrative Agent or any Lender to be for the benefit of the Property or required to be made by the owner or occupant of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; and (4) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property.

All Protective Advances shall be so much additional Debt secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of advance until paid at the Default Rate. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(1) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (A) determination of the amount of Debt secured by this Mortgage at any time; (B) the amount of the Debt found due and owing to Administrative Agent and the Lenders in a judgment of foreclosure and any subsequent, supplemental judgments, orders, adjudications or findings by any court of any additional Debt

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becoming due after such entry of judgment (it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose): (C) if right of redemption is deemed not to be waived by this Mortgage, computation of any amounts required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5-1603 of the Act; (D) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act; (E) application of income in the hands of any receiver, Administrative Agent or any Lender in possession; and (F) computation of any deficiency judgment pursuant to subsections (b) (2) and (e) of Sections 15-1508 and 15-1511 of the Act.

(b) Waiver of Right of Redemption and Reinstatement. Without limiting the generality of Section 1.22 of this Mortgage, the waiver by Borrower of its rights of redemption and reinstatement in such Section, include the waiver of such rights as provided under Sections 15-1601 and 15-1602 of the Act and to the full extent permitted by law the benefits of all present and future valuation, stay, redemption and moratorium law, under any state or federal law.

(c) Business Loan Recital/Statutory Exemption. (i) Borrower acknowledges and agrees that (A) the proceeds of the Loan will be used in conformance with subparagraph (1) of Section 4 of the Illinois Interest Act (815 ILCS 205/0.01, et seq., including Section 4(1) thereof); (B) the Debt secured hereby has been incurred by Borrower solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said Section 4(1); (C) the Debt secured hereby constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4(1); and (D) the secured Debt is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 et. seq. and has been entered into solely for business purposes of Borrower and Borrower's investment or profit, as contemplated by said section.

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

(d) Maximum Principal Amount/Future Advances. This Mortgage shall secure the payment of any amounts advanced from time to time under the Loan Documents, or under other documents stating that such advances are secured hereby. To the extent provided in the Loan Agreement, the Lenders shall have the right to make subsequent advances of the Loan. This Mortgage also secures any and all future obligations and Debt arising under or in connection with this Mortgage, which future obligations and Debt shall have the same priority as if all such future obligations and Debt were made on the date of execution hereof. Nothing in this Section or in any other provision of this Mortgage shall be deemed an obligation on the part of the Lenders to make any future advances of any sort. At all times, regardless of whether any Loan proceeds have been disbursed, this Mortgage shall secure (in addition to any Loan proceeds disbursed from time to time) the payment of any and all expenses and advances due to or incurred by the Lenders in connection with the Debt to be secured hereby and which are to be reimbursed by Borrower under the terms of this Mortgage; provided, however, that in no event shall the total amount of Loan proceeds disbursed plus such additional amounts exceed two hundred (200%) percent of the face amount of the Note.

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

(f) Illinois Mortgage Foreclosure Act. It is the express intention of Administrative Agent, the Lenders and Borrower that the rights, remedies, powers and authorities conferred upon the Administrative Agent pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Act and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provisions in this Mortgage are deemed inconsistent with any provision in the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Administrative Agent or the Lenders any rights or remedies which are more limited than the rights that would otherwise be vested in Administrative Agent or the Lenders under the Act in the absence of such provisions, the Administrative Agent or Lenders shall be vested with the rights granted in the Act to the full extent permitted by law.

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

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

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(h) Sealed Instrument. Borrower intends for this Mortgage to be executed and delivered by Borrower, and accepted by the Administrative Agent and the Lenders, as a sealed instrument.

(i) Maturity Date. The Debt shall be due and payable in full on or before March 10, 2016, subject to the terms of the Loan Agreement.

(j) Variable Rate. This Mortgage secures the full and timely payment of Debt, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest to the extent provided in the Note and the Loan Agreement, all as set forth on Exhibit B attached and incorporated herein, subject to the terms of the Loan Agreement.

(k) Construction Loan. This Mortgage secures an obligation incurred for the construction of improvements on the Real Property and is deemed to be a "construction" mortgage as provided in Section 9-334(h) of the Code.

(l) Venue. Any action to enforce this Mortgage or to pursue any of the remedies set forth herein shall be brought in the courts of the State of Illinois, in the county in which the Property is located.

5.27 Exculpation. Notwithstanding anything to the contrary in this Mortgage, the Loan Agreement, the Note or the other Loan Documents, the liability of Borrower for the performance of the agreements, covenants and obligations contained herein and in the Loan Agreement, the Note and the other Loan Documents shall be limited as set forth in Section 8.16 of the Loan Agreement, which provisions are hereby incorporated by reference into this Mortgage to the same extent and with the same force as if fully set forth herein

5.28 Illinois UCC. All references to the Uniform Commercial Code in this Mortgage shall refer to such code as in effect in the State of Illinois. This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County in which the Property is located under the Illinois Uniform Commercial Code with respect to any Property which now or hereafter may become fixtures.

5.29 Right to Collect Rents and Profits. Notwithstanding anything to the contrary contained in 765 ILCS 5/31.5, Borrower agrees that the mere recordation of the Mortgage entitles Administrative Agent immediately to collect and receive Rents and Profits upon the occurrence of an Event of Default, without first taking any acts of enforcement under Applicable Law, including providing notice to Borrower, filing foreclosure proceedings, or seeking the appointment of a receiver. Further, Administrative Agent's right to the Rents and Profits does not depend on whether or not Administrative Agent takes possession of the Property as permitted under this Mortgage. Provided an Event of Default has occurred and is continuing, Administrative may choose, in Administrative Agent's sole discretion, to collect Rents and Profits either with or without taking possession of the Property. It is the express intention of the Borrower and Administrative Agent to "otherwise agree" as permitted in 765 ILCS 5/31.5 that after an Event of Default has occurred and during the continuance thereof, Administrative Agent is entitled to immediately collect rents (and Borrower hereby agrees it will immediately pay all

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such rents to Administrative Agent) without Administrative Agent having to take any steps to enforce the assignment.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

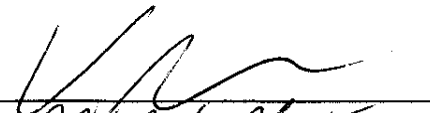
Property of Cook County Clerk's Office

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

BORROWER

STREETS OF WOODFIELD HOLDINGS LLC  
a Delaware limited liability company

By:   
Name: DAVID BOGALUS  
Title: Authorized Signatory

Property of Cook County Clerk's Office

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND  
SECURITY AGREEMENT

ny-1017155



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## ACKNOWLEDGMENT

STATE OF  
COUNTY OF New York

On the 1st day of March in the year 2012, before me, the undersigned, personally appeared David Godbout, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Authorized Signatory of Streets of Woodfield Holdings LLC, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Patricia A Banks  
Notary Public

My commission expires:

**PATRICIA A BANKS**  
Notary Public, State of New York  
Qualified in New York County  
No 01BA6156801  
Commission Expires December 4, 2014

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS AND  
SECURITY AGREEMENT

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE REAL ESTATE

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

#### TRACT I

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING 3.14 CHAINS NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 7 DEGREES EAST 33.10 CHAINS TO THE SOUTH BOUNDARY OF A CONVERSE LANDS; THENCE NORTH 84 DEGREES WEST 24.20 CHAINS TO WEST SIDE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13 AFORESAID, 30.50 CHAINS TO CENTER OF HIGGINS ROAD; THENCE SOUTH 77 DEGREES 10 MINUTES EAST 20.55 CHAINS TO THE PLACE OF BEGINNING, (EXCEPT THAT PART THEREOF TAKEN FOR HIGHWAYS AND EXCEPT THAT PORTION CONVEYED TO FOREST PRESERVE DISTRICT OF COOK COUNTY, ILLINOIS BY DOCUMENT NUMBER 17178832 RECORDED FEBRUARY 07, 1958 AND DOCUMENT NUMBER 17227068, RECORDED JUNE 06, 1958 AND EXCEPTING THAT PART LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTHERLY LINE OF HIGGINS ROAD (ROUTE 72) DISTANT 550.0 FEET WESTERLY OF THE EAST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 13; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE, EXTENDED TO INTERSECT THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 13 AT A POINT 265.0 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

Address: 601 North Martingale Road, Schaumburg, IL

Permanent Index Numbers:

07-13-401-005-0000

07-13-401-006-0000

07-13-401-009-0000

07-13-401-010-0000

#### TRACT II

##### PARCEL 1:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WOODFIELD ROAD AS DEDICATED PER DOCUMENT 20944554 WITH THE EAST LINE

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OF SAID WEST 1/2 OF THE SOUTHEAST 1/4; THENCE SOUTH 0 DEGREES 33 MINUTES 31.5 SECONDS WEST ALONG SAID EAST LINE 700 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28.5 SECONDS WEST 450 FEET ALONG A LINE DRAWN PERPENDICULARLY TO SAID EAST LINE; THENCE NORTH 0 DEGREES 33 MINUTES 31.5 SECONDS EAST 694.283 FEET ALONG A LINE PARALLEL WITH SAID EAST LINE TO A POINT IN SAID SOUTH LINE OF WOODFIELD ROAD; THENCE EASTERLY 445.846 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD BEING THE ARC OF A CIRCLE OF 1859.86 FEET RADIUS CONVEX TO THE NORTH WHOSE CHORD BEARS NORTH 89 DEGREES 45 MINUTES 1 SECOND EAST TO A POINT OF TANGENCY; THENCE SOUTH 83 DEGREES 22 MINUTES 56 SECONDS EAST 5.294 FEET ALONG SAID SOUTH LINE OF WOODFIELD ROAD TO HEREIN DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 CREATED BY AGREEMENT RECORDED JULY 1, 1971 AS DOCUMENT 21532098 MADE BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1971 AND KNOWN AS TRUST NUMBER 42050 TO LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 25, 1964 AND KNOWN AS TRUST NUMBER 33071 OVER THE WEST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

A STRIP OF LAND 40 FEET WIDE IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WOODFIELD ROAD PER DOCUMENT 20944554 AND NORTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4, SAID LINE BEING 700 FEET (AS MEASURED ALONG SAID EAST LINE); THE CENTER LINE OF SAID STRIP OF LAND BEING A LINE 450 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL WITH SAID EAST LINE, (EXCEPT THE SOUTH 105.89 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Address: 1733 East Woodfield, Schaumburg, IL  
Permanent Index Number: 07-13-400-004-0000

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## EXHIBIT B

### INTEREST RATE

Section 2.2 of the Loan Agreement - Interest Rate.

(a) Interest Generally. Interest on the outstanding principal balance of the Loan shall accrue from the Closing Date to the Maturity Date at the Interest Rate. Borrower shall pay to Lender on each Payment Date the interest accrued on the Loan for the preceding Interest Accrual Period.

(b) Determination of Interest Rate. Administrative Agent shall determine the LIBOR Rate, Base Rate, Prime Rate and Federal Funds Rate as in effect from time to time, and each such determination of the LIBOR Rate, Base Rate, Prime Rate and Federal Funds Rate by Administrative Agent shall be conclusive and binding absent manifest error.

(c) Interest Calculation. Interest on the outstanding principal balance of the Loan shall be calculated by multiplying (a) the actual number of days elapsed in the period for which the calculation is being made by (b) a daily rate based on a three hundred sixty (360) day year by (c) the outstanding principal balance of the Loan.

Section 2.3(b) of the Loan Agreement. Principal and Interest Payments. Payments of principal and interest under the Loan, calculated in accordance with the terms hereof, shall be due and payable as follows:

(i) interest only at the Interest Rate in effect for the First Interest Accrual Period shall be due and payable on the first Payment Date after the date hereof; and

(ii) commencing on the second (2<sup>nd</sup>) Payment Date after the date hereof and on each subsequent Payment Date thereafter until the Maturity Date, interest only at the Interest Rate in effect for the Interest Accrual Period ending on the day preceding such Payment Date shall be due and payable on each Payment Date; and

(iii) commencing on the nineteenth (19<sup>th</sup>) Payment Date after the date hereof and on each subsequent Payment Date thereafter until the Maturity Date (as the same may be extended pursuant to Section 2.6 hereof), the Monthly Amortization Payment shall be due and payable on such Payment Date; and

(iv) the entire outstanding principal amount of the Loan, together with all accrued and unpaid interest and any other charges due thereon, and all other sums due and payable pursuant to this Agreement and the other Loan Documents, shall be due and payable on the Maturity Date.

Applicable Definitions:

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“**Base Rate**” shall mean, for any day, a rate equal to the sum of (i) two and 50/100 percent (2.50%) plus (ii) the greater of (a) the Prime Rate for such day and (b) the Federal Funds Rate for such day plus two percent (2%).

“**Business Day**” or “**business day**” shall mean any day other than (a) a Saturday or Sunday, or (b) a day on which banking and savings and loan institutions in the State of New York are authorized or obligated by law or executive order to be closed, and when used in the context of a loan bearing interest at the LIBOR Rate, is also a LIBOR Business Day.

“**Closing Date**” shall mean the date of the Loan Agreement.

“**Federal Funds Rate**” shall mean, for any period, a fluctuating interest rate per annum (based on a 360 day year) equal, for each day of such period, to the average of the rates of interest charged on overnight federal funds transactions with member banks of the Federal Reserve System only, as published for any day which is a Business Day by the Federal Reserve Bank of New York (or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the Administrative Agent from three Federal funds brokers of recognized standing selected by it and consistent with sources used to determine the Federal Funds Rate in Administrative Agent’s other reasonably comparable lending transactions.

“**First Interest Accrual Period**” shall mean the period commencing on the Closing Date and ending on, but excluding, the Payment Date first occurring after the Closing Date.

“**Interest Accrual Period**” shall mean, for the Payment Date first occurring after the Closing Date, the First Interest Accrual Period and, thereafter, the period from the tenth (10th) day of each calendar month through and including the ninth (9th) day of the following calendar month.

“**Interest Determination Date**” shall mean two (2) LIBOR Business Days prior to the beginning of each Interest Accrual Period.

“**Interest Rate**” shall mean the rate per annum (expressed as a percentage) equal to the Adjusted LIBOR Rate plus the LIBOR Margin; or if Administrative Agent shall exercise its rights under Section 2.2(f) of the Loan Agreement or Section 2.2(g) of the Loan Agreement, the Base Rate. The Interest Rate for the First Interest Accrual Period only shall, notwithstanding the definition of LIBOR Rate below, be based on Administrative Agent’s quoted same-day LIBOR rate for the period through the first Payment Date plus the LIBOR Margin. In addition, in no event shall the Interest Rate for any Interest Accrual Period be less than the Interest Rate for the First Interest Accrual Period.

“**LIBOR Business Day**” shall mean any day on which banks are open for dealing in foreign currency and exchange in London, England and on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

“**LIBOR Margin**” shall mean three and 50/100 percent (3.50%) per annum.

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“**LIBOR Rate**” shall mean, with respect to each Interest Accrual Period, the rate for deposits in U.S. Dollars, for a period equal to 30 days, which appears on the Reuters Screen LIBOR01 Page as of 11:00 a.m., London time, on the related Interest Determination Date (rounded upwards, if necessary, to the nearest 1/16 of 1%). If such rate does not appear on Reuters Screen LIBOR01 Page, the rate for that Interest Accrual Period shall be determined by Administrative Agent for that Interest Accrual Period and the determination of the LIBOR Rate by Administrative Agent shall be binding upon Borrower, absent manifest error.

“**Monthly Amortization Payment**” shall mean an amount equal to the monthly amount determined by Administrative Agent required to fully amortize the Loan over an amortization schedule of 30 years using an assumed interest rate of six percent (6%), as initially set forth on Schedule 1 attached hereto; provided, that, upon each Additional Advance or any prepayment, Schedule 1 shall be revised, effective as of the next Payment Date following the date of each such future Additional Advance or prepayment, as applicable, to account for such Additional Advance or prepayment.

“**Payment Date**” shall mean the tenth (10th) day of each month, or if such day is not a Business Day, the immediately succeeding Business Day.

“**Prime Rate**” shall mean a fluctuating interest rate per annum equal to the rate of interest reported in the Money Rates section of the Wall Street Journal. In the event the Wall Street Journal should cease or temporarily interrupt publication, the “Prime Rate” shall mean a fluctuating interest rate per annum equal to the rate of interest announced publicly in New York, New York, from time to time, as Administrative Agent’s prime rate. The Prime Rate does not necessarily represent the lowest or best rate actually charged to any customer. Administrative Agent may make commercial loans or other loans at rates of interest, at, above or below the Prime Rate.

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**SCHEDULE 1 TO EXHIBIT B**  
**MONTHLY AMORTIZATION PAYMENTS**

[see attached]

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## Amortization Table

1) To use the table, simply change any of the values in the "shaded area" of the worksheet.

### Initial Data

LOAN DATA	TABLE DATA	
Borrower :	Streets of Woodfield Holding, LLC	
Account #:		
Loan amount:	\$72,300,000.00	Table starts at date: <span style="border: 1px solid black; padding: 2px;">10/10/2013</span>
Annual interest rate:	6.0000%	or at payment number: <span style="border: 1px solid black; padding: 2px;">1</span>
Term in Years:	2.5	
Payments per year:	12	360 Days Per Year
Accrual Start Date:	9/10/2013	
Accrual End Date:	10/10/2013	Act Act or 30

### PERIODIC PAYMENT

Entered payment: \$433,475.03 *The table uses the calculated periodic payment amount unless you enter a value for "Entered payment".*

### CALCULATIONS

Use payment of: \$433,475.03      Beginning balance at payment 1: 72,300,000.00  
 1st payment in table: 1      Cumulative interest prior to payment 1: 0.00

### Table

No.	Payment Date	Number of Days in Period	Beginning Balance	Principal	Ending Balance
	9/10/2013				
1	10/10/2013	30	72,300,000.00	71,975.03	72,228,024.97
2	11/10/2013	31	72,228,024.97	60,296.90	72,167,728.07
3	12/10/2013	30	72,167,728.07	72,636.39	72,095,091.68
4	1/10/2014	31	72,095,091.68	60,983.72	72,034,107.96
5	2/10/2014	31	72,034,107.96	61,298.81	71,972,809.15
6	3/10/2014	28	71,972,809.15	97,601.92	71,875,207.23
7	4/10/2014	31	71,875,207.23	62,119.79	71,813,087.44
8	5/10/2014	30	71,813,087.44	74,409.59	71,738,677.85
9	6/10/2014	31	71,738,677.85	62,825.19	71,675,852.65
10	7/10/2014	30	71,675,852.65	75,095.77	71,600,756.89
11	8/10/2014	31	71,600,756.89	63,537.79	71,537,219.10
12	9/10/2014	31	71,537,219.10	63,866.06	71,473,353.04
13	10/10/2014	30	71,473,353.04	76,108.26	71,397,244.77
14	11/10/2014	31	71,397,244.77	64,559.27	71,332,685.51
15	12/10/2014	30	71,332,685.51	75,811.75	71,255,873.75
16	1/10/2015	31	71,255,873.75	65,315.81	71,190,557.92
17	2/10/2015	31	71,190,557.92	65,657.32	71,124,860.60
18	3/10/2015	28	71,124,860.60	101,558.99	71,023,301.61
19	4/10/2015	31	71,023,301.61	66,521.27	70,956,780.34
20	5/10/2015	30	70,956,780.34	78,691.10	70,878,089.24
21	6/10/2015	31	70,878,089.24	67,271.54	70,810,817.70
22	7/10/2015	30	70,810,817.70	79,420.91	70,731,396.79
23	8/10/2015	31	70,731,396.79	68,029.45	70,663,367.34
24	9/10/2015	31	70,663,367.34	68,380.93	70,594,986.41
25	10/10/2015	30	70,594,986.41	80,500.07	70,514,486.34
26	11/10/2015	31	70,514,486.34	69,150.15	70,445,336.19
27	12/10/2015	30	70,445,336.19	81,248.32	70,364,087.87
28	1/10/2016	31	70,364,087.87	69,927.21	70,294,160.66
29	2/10/2016	31	70,294,160.66	70,288.50	70,223,872.15
30	3/10/2016	29	70,223,872.15	94,059.62	70,129,812.54