



1210216029

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1210216029 Fee: \$98.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 04/11/2012 11:46 AM Pg: 1 of 31

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 06-35-400-009-0000

Address:

Street: 802 East Devon Avenue

Street line 2:

City: Bartlett

State: IL

ZIP Code: 60103

Lender: General Electric Capital Corporation

Borrower: Shale-Inland Realty, LLC

Loan / Mortgage Amount: \$350,000,000.00

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: 8E0961D1-4D2D-470C-94C3-60F9E88DAFC7

Execution date: 03/26/2012

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Cook County, Illinois

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

BY

SHALE-INLAND REALTY, LLC,
a Delaware limited liability company,
Mortgagor,

TO

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent and Mortgagee,

Relating to Premises in:

Cook County, Illinois

EXECUTED: March 26, 2012

EFFECTIVE: March 26, 2012

This instrument was prepared by
and after recording should be
returned to:

Ansley M. Lavers, Esq.
Latham & Watkins LLP
233 South Wacker Drive, Suite 5800
Chicago, Illinois 60606

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

This **MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING** (as amended, restated, modified or otherwise supplemented from time to time, this "Mortgage") is executed as of the date set forth on the signature pages hereto and dated and effective as of March 26, 2012 (the "Effective Date"), by SHALE-INLAND REALTY, LLC, a Delaware limited liability company with its principal office at 6750 West Loop South, Suite 900, Bellaire, Texas 77401 ("Mortgagor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation with an office at 500 West Monroe Street, Chicago, Illinois 60661 ("GECC"), as mortgagee, assignee and secured party, in its capacity as agent on behalf of itself as a Lender (as hereinafter defined) and for the other Lenders (together with any successors or assigns in such capacity, "Agent" or "Mortgagee"). All capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

I. RECITALS

WHEREAS, Mortgagor is the owner and holder of fee simple title in and to all of the real estate located in the County of Cook and State of Illinois (the "State"), more fully described in Exhibit A attached hereto and made a part hereof (the "Premises"), which Premises forms a portion of the Mortgaged Property defined below;

WHEREAS, Mortgagor, as a Borrower, the other Borrowers, the other parties designated as "Credit Parties" party thereto, the financial institutions party thereto from time to time (the "Lenders"), and GECC, as Lender, Swingline Lender and as Agent for the Lenders, entered into that certain Credit Agreement dated as of the Effective Date (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed to make available to Mortgagor certain loans and other financial accommodations, which loans and financial accommodations are in the form of:

- (i) revolving credit loans to Mortgagor in the aggregate principal amount not to exceed at any time Three Hundred Fifty Million Dollars (\$350,000,000);
- (ii) swingline loans to Mortgagor in the aggregate principal amount not to exceed at any time Thirty Million Dollars (\$30,000,000);
- (iii) letters of credit for the account of Mortgagor in the aggregate face amount not to exceed Ten Million Dollars (\$10,000,000); and

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(iv) incremental revolving loans to Mortgagor in the aggregate principal amount not to exceed at any time One Hundred Million Dollars (\$100,000,000);

WHEREAS, the commitment to provide the above-referenced swingline loans constitutes a sub-facility of the commitment of the Swingline Lender to provide the above-referenced revolving credit loans and is fully reserved against the Swingline Lender's revolving credit loan commitment;

WHEREAS, the obligations of the Lenders with respect to the above-referenced letters of credit are fully reserved against and offset the commitment of the Lenders to provide the above-referenced revolving credit loans;

WHEREAS, in addition to the above-mentioned loans and financial accommodations, the Credit Agreement contemplates from time to time certain Secured Rate Contracts between Mortgagor and a Secured Swap Provider, and upon the execution of any such contract the Secured Swap Provider shall be a Secured Party under the Credit Agreement and this Mortgage; and

WHEREAS, Mortgagor wishes to provide further assurance and security to Agent, the Lenders and the other Secured Parties and, as a condition to Agent and the Lenders executing the Credit Agreement and the other Loan Documents and making the loans and other financial accommodations thereunder, Agent and the Lenders are requiring that Mortgagor grant to Mortgagee, on behalf of the Secured Parties, a security interest in and a first mortgage lien upon the Mortgaged Property, subject to the Permitted Liens, to secure the Secured Indebtedness (as hereinafter defined).

II. THE GRANT

NOW, THEREFORE, in order to secure the payment and performance of all obligations, including, but not limited to, all Obligations, of Mortgagor, each other Borrower and each other Credit Party under the Credit Agreement, this Mortgage, the Notes, the other Loan Documents and the Secured Rate Contracts that may now or hereafter become owing from Mortgagor, any other Borrower or any other Credit Party to Mortgagee, the Lenders and the other Secured Parties (the "Secured Indebtedness"), and for valuable consideration by Mortgagee to Mortgagor, the Recitals above stated, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor GRANTS, BARGAINS, SELLS, ASSIGNS, RELEASES, ALIENS, TRANSFERS, WARRANTS, DEMISES, CONVEYS and MORTGAGES to Mortgagee and its successors and assigns (for the benefit of the Lenders and each other Secured Party) forever, and grants to Mortgagee and its successors and assigns (for the benefit of the Lenders and each other Secured Party) forever a continuing security interest in and to, all of Mortgagor's estate, right, title, claim and interest in and to the Premises, together with all of Mortgagor's estate, right, title, claim and interest in and to the following described property, all of which other property is pledged primarily on a parity with the Premises and not secondarily (the Premises, together with the following described rights,

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interests, titles, claims and property, are collectively referred to as the "Mortgaged Property"), subject only to the Permitted Liens:

(a) all buildings, structures and other improvements of every kind and description now or hereafter erected, situated or placed upon the Premises (the "Improvements"), together with any and all personal property now or hereafter owned by Mortgagor and located in or on, forming part of, attached to, used or intended to be used in connection with, or incorporated in any such Improvements, including all extensions of, additions to, betterments, renewals of, substitutions for and replacements for any of the foregoing;

(b) all claims, demands, rights, title and interest of Mortgagor now owned or hereafter acquired, including, without limitation, any after-acquired title, franchise, license, remainder or reversion, in and to any and all (i) land or vaults lying within the right-of-way of any street, avenue, way, passage, highway, or alley, open or proposed, vacated or otherwise, adjoining the Premises; (ii) alleys, sidewalks, streets, avenues, strips and gores of land belonging, adjacent or pertaining to the Premises or the Improvements; (iii) storm and sanitary sewer, water, gas, electric, railway and telephone services relating to the Premises and the Improvements; (iv) development rights, air rights, water, water rights, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or appurtenant to the Premises or any part thereof; and (v) tenements, servitudes, hereditaments, easements, appurtenances, other rights, liberties, reservations, profits, allowances and privileges used or useful or held for future use in connection with, or relating to the Premises or the Improvements or in any way now or hereafter appertaining thereto, including homestead and any other claims at law or in equity;

(c) all right, title and interest of Mortgagor in and to any and all leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Premises or the Improvements or any portion thereof, now or hereafter existing or entered into (collectively, the "Leases");

(d) all rents, issues, profits, royalties, accounts resulting from the sale of minerals, revenue, advantages, income, avails, claims against guarantors, all cash or security deposits, advance rentals, deposits or payments given and other benefits now or hereafter derived directly or indirectly from the Premises and Improvements under the Leases or otherwise (collectively "Rents"), subject to the right, power and authority granted to Mortgagee pursuant to Section 3.9 hereof;

(e) all right, title and interest of Mortgagor in and to all rights of first refusal and options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, or any other rights, interests or greater estates in the rights and properties comprising the Mortgaged Property now owned or hereafter acquired by Mortgagor;

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(f) any interests, estates or other claims of every name, kind or nature, both in law and in equity, which Mortgagor now has or may acquire in the Premises and Improvements or other rights, interests or properties comprising the Mortgaged Property now owned or hereafter acquired;

(g) to the extent assignable, all rights of Mortgagor to any and all plans and specifications, designs, drawings and other documents prepared for any construction on the Premises or regarding the Improvements;

(h) to the extent assignable, all rights of Mortgagor under any contracts executed by Mortgagor with any provider of goods, services or utilities for or in connection with any construction undertaken on or services performed or to be performed in connection with the Premises or the Improvements;

(i) all right, title and interest of Mortgagor in and to all tangible personal property ("Personal Property") now or hereafter owned by Mortgagor and located in, on or at the Premises or the Improvements or used or useful in connection therewith, including, without limitation:

(1) all building materials and equipment located upon the Premises and intended for construction, reconstruction, alteration, repair or incorporation in or to the Improvements now or hereafter to be constructed thereon, whether or not yet incorporated in such Improvements (all of which shall be deemed to be included in the Mortgaged Property upon delivery thereto);

(2) all machines, machinery, fixtures, apparatus, equipment or articles used in supplying heating, gas, electricity, air-conditioning, water, light, power, plumbing, sprinkler, waste removal, refrigeration, ventilation, and all fire sprinklers, alarm systems, protection, electronic monitoring equipment and devices;

(3) all window, structural, maintenance and cleaning equipment and rigs;

(4) all fixtures now or hereafter owned by Mortgagor and attached to or contained in and used or useful in connection with the Premises or the Improvements; and

(5) whether or not described in the foregoing clauses (1) through (4), all "goods", "accounts", "as-extracted collateral", "inventory", "equipment", "instruments", "chattel paper", "documents" and "general intangibles", all as defined under Article 9 of the Uniform Commercial Code in effect in the State of Illinois (the "Code");

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Notwithstanding the foregoing, Personal Property shall not include any property belonging to tenants under any Leases or which tenants are entitled to remove pursuant to the terms of such Leases, except in each case to the extent Mortgagor shall have any right or interest therein.

(j) all the estate, interest, right, title or other claim or demand which Mortgagor now has or may hereafter have or acquire with respect to (i) proceeds of insurance in effect with respect to the Mortgaged Property and (ii) any and all awards, claims for damages, judgments, settlements and other compensation made for or consequent upon the taking by condemnation, eminent domain or any like proceeding, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any awards and compensation resulting from a change of grade of streets and awards and compensation for severance damages (collectively "Awards"); and

(k) all products and proceeds of any of the foregoing Mortgaged Property under the paragraphs above including all such proceeds acquired with cash proceeds in whatever form, whether real or personal property and, if personalty, whether such property shall constitute "goods", "accounts", "inventory", "equipment", "instruments", "chattel paper", "documents" or "general intangibles", all as defined under the Code.

TO HAVE AND TO HOLD the Mortgaged Property hereby mortgaged and conveyed or so intended, unto Mortgagee, its successors and assigns, forever, for the uses and purposes herein set forth, subject, however, only to the Permitted Liens.

Mortgagor hereby covenants with Mortgagee: (i) that at the execution and delivery hereof, Mortgagor owns the Mortgaged Property and has good and marketable title thereto, in fee simple; (ii) that the Mortgaged Property is free from all encumbrances and exceptions to title (and any claim of any other person) other than Permitted Liens, (iii) that Mortgagor has good and lawful right to sell, mortgage and convey the Mortgaged Property; and (iv) that Mortgagor and its successors and assigns shall forever warrant and defend the Mortgaged Property against all claims and demands whatsoever other than Permitted Liens.

If and when the Secured Indebtedness (other than (A) contingent indemnification obligations in respect of which no claim has been asserted and (B) obligations and liabilities under Secured Rate Contracts as to which arrangements satisfactory to the applicable Secured Swap Provider shall have been made) has been paid in full and Mortgagor, the other Borrowers and the other Credit Parties have performed and observed all of the agreements, terms, conditions, provisions and warranties contained herein and in the Credit Agreement and all of the other Loan Documents and there exist no commitments of the Lenders under the Loan Documents which could give rise to Secured Indebtedness (including commitments to issue Letters of Credit), then the lien and security interest of this Mortgage and the estate, right, title and interest of Mortgagee in and to the Mortgaged Property shall cease and shall be released at the cost of Mortgagor, but this Mortgage shall otherwise shall remain in full force and effect.

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III. GENERAL AGREEMENTS

3.1 Payment of Indebtedness. Mortgagor shall pay when due all amounts owing by Mortgagor in respect of the Secured Indebtedness at the times and in the manner provided in the Credit Agreement, the Notes, this Mortgage or any of the other Loan Documents. The Loans bear interest at variable rates as provided in the Credit Agreement, and the latest final maturity date of such loans is March 26, 2017.

3.2 Obligations and Liabilities. Mortgagor shall pay, discharge and perform as the same shall become due and payable or required to be performed, all of its obligations and liabilities to the extent required to be paid or performed under Section 4.7 of the Credit Agreement.

3.3 Payment of Impositions by Mortgagee. Upon the occurrence and during the continuance of an Event of Default (as hereinafter defined), Mortgagee is hereby authorized to make or advance, in the place and stead of Mortgagor, any payment relating to any general tax, special tax, special assessment, water charge, sewer charge and any other charge, fee, tax, claim, levy, expense, lien and assessment, ordinary or extraordinary, governmental or nongovernmental, statutory or otherwise, sale, forfeiture or related title or claim (all of the foregoing being herein collectively referred to as "Impositions"). Mortgagee may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy or the validity of any Imposition. Mortgagee is further authorized to make or advance, in place of Mortgagor, unless such matter is being properly contested by Mortgagor in accordance with Section 4.7 of the Credit Agreement, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge or payment otherwise relating to any other purpose herein and hereby authorized (other than in respect of Permitted Liens), but not enumerated in this Section 3.3, whenever, in Mortgagee's reasonable judgment and discretion, such advance is necessary to protect the full security intended to be created by this Mortgage. All such advances and indebtedness authorized by this Section 3.3 and made by Mortgagee shall constitute Secured Indebtedness and shall be repayable by Mortgagor upon demand with interest at the then applicable rate of interest in effect as specified in Section 1.3(c) of the Credit Agreement (the "Default Rate").

3.4 Condemnation and Eminent Domain. Mortgagor shall (i) give Mortgagee prompt notice of all proceedings, instituted or threatened, of which Mortgagor has received written notice, seeking condemnation or a taking by eminent domain or like process (herein collectively called "Taking"), of all or any part of the Mortgaged Property or affecting any related easement or appurtenance (including severance of, consequential damage to, or change in grade of streets), and (ii) deliver to Mortgagee copies of any and all papers served in connection with any such proceeding. Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option to participate in such proceeding and, following the occurrence of an Event of Default and during the continuance thereof, control the same and, in each case, to be represented therein by counsel of

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its own choice, and Mortgagor will deliver, or cause to be delivered to Mortgagee such instruments as may be requested by it from time to time to permit such participation or control. Mortgagor hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any and all Awards resulting from any Taking. Mortgagee is hereby authorized to collect and receive from the condemnation authorities all Awards and is further authorized to give appropriate receipts and acquittances. Such Award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising, or settling any claim arising out of a Taking, shall be applied in accordance with Section 3.6 hereof.

3.5 Insurance. Mortgagor shall keep the Mortgaged Property insured against loss or damage by fire and such other casualties and risks as may be required from time to time in accordance with the terms of Section 4.6 of the Credit Agreement. Irrespective of the insurance required and approved by Mortgagee hereunder, the security interest of Mortgagee hereunder shall cover all policies of insurance which insure against loss or damage to the Mortgaged Property, and the proceeds from any and all such policies required under this Mortgage. To the extent not inconsistent with the Credit Agreement, (a) the insurance shall provide that no cancellation, reduction in amount or material change in coverage thereunder shall be effective unless the insurer first gives Mortgagee thirty (30) days' prior written notice; (b) forthwith upon the issuance of all such policies required under this Mortgage, Mortgagor shall deliver the same to Mortgagee together with evidence reasonably satisfactory to Mortgagee that the premiums have been paid; and (c) within thirty (30) days prior to the expiration date of all insurance policies required under this Mortgage, Mortgagor shall deliver to Mortgagee a renewal policy together with evidence reasonably satisfactory to Mortgagee that the premium therefor has been paid. In the event of a foreclosure and sale by Mortgagee of the Mortgaged Property, the purchaser of the Mortgaged Property shall succeed to all rights of Mortgagor in and to such policies, including the right to the refund of unearned premiums and to dividends thereunder, and Mortgagee may, at Mortgagee's election, assign and deliver the policies to such purchaser without any warranty or representation, express or implied, and without recourse.

3.6 Restoration. In the event there shall be a casualty loss or Taking, and the applicable insurance proceeds or Award is to be applied to restore, repair or replace the Mortgaged Property ("Restoration"), Mortgagee shall, except as expressly provided otherwise in Section 4.6 of the Credit Agreement, disburse such insurance proceeds or Award in accordance with the disbursement procedures reasonably acceptable to Mortgagee, including, without limitation, such procedures as are customarily utilized by construction lenders to insure the lien free completion of construction projects. Except as expressly required otherwise in Section 4.6 of the Credit Agreement, no such insurance proceeds or Award shall be disbursed unless the following conditions are satisfied following the occurrence of the casualty loss or Taking (but in no event later than one hundred eighty (180) days following such occurrence):

- (a) Mortgagee shall have received and approved complete plans and specifications for the Restoration, which approval shall not be unreasonably withheld, conditioned or delayed;

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(b) Mortgagee shall have received and approved a construction contract for the work of Restoration with a contractor or contractors reasonably acceptable to Mortgagee, which approval shall not be unreasonably withheld, conditioned or delayed;

(c) Mortgagee shall have received copies of all permits and approvals that are required by any Requirement of Law at the time of such disbursement in connection with the Restoration,

(d) Mortgagee shall be reasonably satisfied that the amount of the insurance proceeds or Award actually received plus Availability (exclusive of the temporary application of insurance proceeds or an Award to the Revolving Loans and taking into account the ordinary working capital needs of Mortgagor) are sufficient to pay all costs of the Restoration (as evidenced by a cost estimate prepared by an architect or engineer reasonably acceptable to Mortgagee); and

(e) Mortgagee shall be reasonably satisfied that after the Restoration is completed, the value of the Mortgaged Property will equal or exceed such value immediately prior to the applicable casualty loss or Taking.

3.7 Maintenance of Mortgaged Property. Mortgagor shall maintain the Mortgaged Property in accordance with Section 4.5 of the Credit Agreement.

3.8 Prohibited Liens; Prohibited Transfers.

(a) Except as otherwise expressly permitted in Section 5.1 of the Credit Agreement, Mortgagor shall not create, suffer, or permit to be created or filed against the Mortgaged Property any Lien superior or inferior to the lien created by this Mortgage.

(b) Except as otherwise expressly permitted in Sections 5.1(g), 5.1(l) and 5.2 of the Credit Agreement, Mortgagor may not sell, lease or convey all or any part of the Mortgaged Property or any interest therein.

3.9 Assignment of Leases and Rents.

(a) All right, title and interest of Mortgagor in and to all Leases and Rents are hereby transferred and assigned simultaneously herewith to Mortgagee as further security for the payment of the Secured Indebtedness. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present and absolute assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist and be continuing under this Mortgage.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (i) Mortgagee shall have the rights and powers as are provided

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herein, (ii) this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all Rents directly to Mortgagee without proof of the Event of Default, and (iii) Mortgagee shall have the authority, as Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Mortgaged Property.

(c) If Mortgagor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in any such Lease, then Mortgagee may perform and comply with any such Lease covenants, agreements and provisions. All reasonable costs and expenses incurred by Mortgagee in complying with such covenants, agreements, and provisions shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

(d) Mortgagee shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and Mortgagor shall and does hereby agree, except to the extent of Mortgagee's gross negligence or willful misconduct, to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of the assignment of any such Lease to Mortgagee and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Mortgagee incur any such liability, loss or damage under any Lease or under or by reason of its assignment to Mortgagee, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Indebtedness and shall be payable upon demand with interest payable at the Default Rate.

3.10 Uniform Commercial Code.

(a) This Mortgage constitutes a Security Agreement as that term is used in the Code with respect to any part of the Mortgaged Property (including, without limitation, the Personal Property) which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (including all replacements, proceeds and products thereof, additions thereto and substitutions therefor) (collectively, the "Personal Property Collateral"). Mortgagor hereby grants a security interest in all of Mortgagor's right, title and interest in the Personal Property Collateral to Mortgagee to secure the payment of the Secured Indebtedness.

(b) At any time after an Event of Default has occurred and shall be continuing, Mortgagee shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of

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Mortgagee, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Indebtedness remains unsatisfied.

(c) This Mortgage is intended to be a “fixture filing” for purposes of the Code with respect to the items of Mortgaged Property which are or may become fixtures relating to the Premises upon recording of this Mortgage in the real estate records of the proper office. The addresses of Mortgagor, as “debtor”, and Mortgagee, as “secured party”, are set forth in Exhibit B attached hereto.

(d) Mortgagor hereby authorizes Mortgagee to record or cause to be recorded in the County in which the Premises are located, as well as with the applicable offices of the State, such financing statements and fixture filings as Mortgagee shall deem necessary or desirable in order to perfect and preserve the priority of Mortgagee’s lien upon the Personal Property Collateral.

(e) Mortgagor warrants that (i) Mortgagor’s (that is, “debtor’s”) name, identity or structure, corporate organizational number and residence or principal place of business are as set forth in Exhibit B attached hereto; and (ii) the location of the Personal Property Collateral is upon the Premises. Mortgagor covenants and agrees that (1) Mortgagor will furnish Mortgagee with notice of any change in the matters addressed by clauses (i) or (ii) of this subsection 3.10(e) within thirty (30) days of the effective date of any such change, (2) Mortgagor will, promptly upon receipt of written request by Mortgagee, execute any financing statements or other instruments deemed necessary by Mortgagee to prevent any filed financial statement from becoming misleading or losing its perfected status, and (3) Mortgagee is hereby authorized to file any such financing statements, fixture filings or other instruments deemed necessary by Mortgagee in connection with the foregoing.

(f) The information contained in this subsection 3.10(f) is provided in order that this Mortgage shall comply with the requirements of the Code, for instruments to be filed as financing statements. The names of “debtor” and the “secured party” and the identity or structure, the corporate organizational number and the residence or principal place of business of “debtor” are as set forth in Schedule 1 of Exhibit B attached hereto and by this reference made a part hereof; the mailing address of the “secured party” from which information concerning the security interest may be obtained, and the mailing address of “debtor,” are as set forth in Schedule 2 of said Exhibit B attached hereto; and a statement indicating the types, or describing the items, of collateral is set forth in Article II hereof.

3.11 Releases. Without notice and without regard to the consideration therefor, and to the existence at that time of any inferior liens, Mortgagee may release from the lien and security interest created hereby all or any part of the Mortgaged Property, or release from liability any person obligated to repay any of the Secured Indebtedness, without affecting the liability of any party to any of the Notes, this Mortgage, the Credit Agreement or any of the other Loan

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Documents (including, without limitation, any guaranty given as additional security) and without in any way affecting the priority of the lien and security interest created hereby. Mortgagee may agree with any liable party to extend the time for payment of any part or all of the Secured Indebtedness. Such agreement shall not in any way release or impair the lien and security interest created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the Secured Indebtedness, but shall extend the lien and security interest created by this Mortgage as against the title of all parties having any interest in the Mortgaged Property.

3.12 Further Assurances. Mortgagor agrees that, upon the request of Mortgagee from time to time, it will, at Mortgagor's sole cost and expense, execute, acknowledge and deliver all such additional instruments and further assurances of title and will do or cause to be done all such further acts and things as may reasonably be necessary to fully effectuate the intent of this Mortgage. In the event that Mortgagor shall fail to do any of the foregoing, Mortgagee may, in its sole discretion, do so in the name of Mortgagor, and Mortgagor hereby appoints Mortgagee as its attorney-in-fact to do any of the foregoing.

3.13 After-Acquired Property. If Mortgagor ever acquires (a) any additional property of any kind or nature described in Article II hereof, or (b) an interest in any Mortgaged Property greater than Mortgagor's interest now held, then such property or interest shall, immediately upon such acquisition, become subject to the lien of this Mortgage as fully and completely and with the same effect as if owned by Mortgagor on the Effective Date and specifically described in this Mortgage, without need to deliver or record any supplement to this Mortgage or any other instrument. Mortgagor shall, at Mortgagee's request, execute and deliver all further assurances, conveyances, and assignments as Mortgagee may require to subject all such property or interest to the lien of this Mortgage and Mortgagee is hereby authorized to file any such financing statements, fixture filings or other instruments deemed necessary or desirable by Mortgagee in connection with the foregoing.

3.14 Public Accommodation Laws. Mortgagor hereby represents and warrants that, to the extent applicable to the Mortgaged Property, such Mortgaged Property currently complies in all material respects with all requirements of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and the regulations promulgated thereunder, and all other federal, state or local laws, ordinances, governmental rules and regulations regarding public accommodations (collectively, "Public Accommodation Laws"), and Mortgagor covenants and agrees that the Mortgaged Property shall at all times remain in compliance with all Public Accommodation Laws now or hereafter in effect, in all cases to the extent relevant to the Mortgaged Property, except to the extent that failure to so comply could not reasonably be expected to have a Material Adverse Effect in accordance with the terms of the Credit Agreement.

IV. EVENT OF DEFAULT AND REMEDIES

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4.1 Event of Default. The occurrence of an "Event of Default", as such term is defined in the Credit Agreement, shall constitute an "Event of Default" under this Mortgage.

4.2 Foreclosure and Remedies. When an Event of Default shall have occurred and is continuing, Mortgagee shall have the right to foreclose the lien hereof for the Secured Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents.

4.3 Remedies Cumulative and Non-Waiver. No remedy or right of Mortgagee hereunder or under the Credit Agreement, the Notes or any of the other Loan Documents or otherwise or available under applicable law or in equity, shall be exclusive of any other right or remedy. Each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law or in equity. No delay in the exercise of, or omission to exercise, any remedy or right accruing on the occurrence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any grace period. Every remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Mortgagee. All obligations of Mortgagor, and all rights, powers and remedies of Mortgagee, shall be in addition to, and not in limitation of, those provided by law or in the Credit Agreement, the Notes, any other Loan Document or any other written agreement or instrument relating to any of the Secured Indebtedness or any security therefor.

4.4 Expenses. In any proceeding to foreclose or partially foreclose the lien of this Mortgage, there shall be allowed and included, as additional indebtedness in the judgment or decree resulting therefrom, all expenses paid or incurred by or on behalf of Mortgagee in the protection of the Mortgaged Property and the exercise of Mortgagee's rights and remedies hereunder, which expenses may be estimated as to items to be expended after entry of any judgment or decree of foreclosure. Such expenses shall include: reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs of procuring all abstracts of title, title searches and examinations, title insurance policies, and any similar data and assurances with respect to title to the Mortgaged Property as Mortgagee may deem reasonably necessary either to prosecute any such proceeding or to evidence to bidders at any sale pursuant to such decree the true condition of the title to or value of all or any portion of the Premises or the other Mortgaged Property. All such expenses shall be due and payable by Mortgagor upon demand with interest thereon at the Default Rate.

4.5 Mortgagee's Performance of Mortgagor's Obligations. Following the occurrence of an Event of Default and during the continuance thereof, Mortgagee, either before or after acceleration of the Secured Indebtedness or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to (a) make any payment or perform any act herein, in the Credit Agreement, the Notes or any other Loan Document which is required of Mortgagor (whether or not Mortgagor is personally liable therefor) in any form and

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manner deemed expedient to Mortgagee; (b) make full or partial payments of principal or interest on any permitted prior mortgage or encumbrance and purchase, discharge, compromise or settle any tax lien or other prior lien on title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises, or contest any Impositions; and (c) complete construction, furnishing and equipping of the Improvements upon the Premises and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises and Improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized, and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, shall constitute Secured Indebtedness, and shall become due and payable upon demand and with interest thereon at the Default Rate. Mortgagee, in making any payment hereby authorized: (x) for the payment of Impositions, may do so according to any bill or statement, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (y) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim or lien which may be asserted; or (z) for the completion of construction, furnishing or equipping of the Improvements or the Premises or the rental, operation or management of the Premises or the payment of operating cost and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

4.6 Right of Possession. Following the occurrence of an Event of Default and during the continuance thereof,

(a) Mortgagor shall, immediately upon Mortgagee's demand, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Mortgaged Property or any part thereof, personally or by its agent or attorneys;

(b) Mortgagee may enter upon and take and maintain possession or may apply to the court in which a foreclosure is pending to be placed in possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor or the then owner of the Mortgaged Property relating thereto,

(c) Mortgagee may exclude Mortgagor, the then owner and any agents and servants from the Mortgaged Property;

(d) as attorney-in-fact or agent of Mortgagor or the then owner, or in its own name, Mortgagee may hold, operate, manage and control all or any part of the Mortgaged Property, either personally or by its agents; and

(e) Mortgagee shall have full power to use such measures, legal or equitable, as it may deem proper or necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Mortgaged Property, including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, all without notice to Mortgagor.

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4.7 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers conferred upon it pursuant to this Article IV, shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as Mortgagee may determine: (a) the payment of the operating expenses of the Mortgaged Property including cost of management thereof, established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) the payment of taxes and special assessments now due or which may hereafter become due on the Premises; (c) all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Credit Agreement, the Notes or any other Loan Document, with interest thereon as provided herein or in the other Loan Documents; and (d) all amounts owing under the Notes, the Credit Agreement or any other Loan Document.

4.8 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, or at any time after the filing of a complaint to foreclose (or partially foreclose) this Mortgage, Mortgagee shall be entitled, as a matter of strict right, to require or seek the appointment of a receiver for the Mortgaged Property, without notice to Mortgagor or any other person or entity. Such appointment may be made either before or after foreclosure sale, without notice, without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Secured Indebtedness, without regard to the value of the Mortgaged Property at such time and whether or not the same is occupied as a homestead, and without bond being required of the applicant. Mortgagee or any employee of Mortgagee may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by applicable law, including the power to take possession, control and care of the Mortgaged Property and to collect all rents related thereto during the pendency of such foreclosure suit and, in the event of a sale and deficiency, where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its devisees, legatees, heirs, executors, administrators, legal representatives, successors, or assigns, except for the intervention of such receiver, would be entitled to collect such rents. The court from time to time, either before or after entry of judgment of foreclosure, may authorize the receiver to apply the net income in his, her or its hands in payment in whole or in part of: (a) the Secured Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) the deficiency in case of a sale and deficiency.

4.9 Foreclosure Sale. In the event of any foreclosure sale, the Mortgaged Property may be sold in one or more parcels. Mortgagee may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Mortgage and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts due and owing in respect of any Loans, Secured Indebtedness or any other liabilities after deducting from the sales price the expenses of the sale and the costs of the action or proceedings and any other sums that Mortgagee is authorized to deduct under this Mortgage or applicable law.

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4.10 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure (or partial foreclosure) sale of the Mortgaged Property shall be distributed and applied in the following order of priority: first, to all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 4.4 hereof; second, to all other items which may under the terms hereof constitute Secured Indebtedness additional to that evidenced by the Notes, the Credit Agreement or the other Loan Documents, with interest thereon as provided herein or in the other Loan Documents; third, to all amounts owing under the Notes, the Credit Agreement or the other Loan Documents; and fourth, any surplus to Mortgagor, its successors or assigns, as their rights may appear or to any other party legally entitled thereto.

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

4.12 Insurance Upon Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in repairing, restoring, replacing or rebuilding any portion of the Mortgaged Property, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the judgment creditor may cause a new or additional loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor; and any such foreclosure judgment may further provide, unless the right of redemption has been waived, that in case of redemption under said judgment, then, and in every such case, the redemptor may cause the preceding loss clause attached to each insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor.

4.13 Waiver of Statutory Rights. Mortgagor agrees not to apply for or avail itself of any appraisal, valuation, redemption, stay, extension or exemption laws, or any so-called "moratorium laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and Mortgagor hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all rights to have the Mortgaged Property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien of this Mortgage, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold in its entirety. Mortgagor further waives any and all rights of redemption from foreclosure and from sale under any order or decree of foreclosure of the lien created by this Mortgage, for itself and on behalf of: (a) any trust estate of which the Premises are a part; (b) all beneficially interested persons; (c) each and every person acquiring any interest in the Mortgaged Property or title to the Premises subsequent to the date of this Mortgage; and (d) all other persons to the extent permitted by the provisions of laws of the State.

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4.14 Effect of Judgment. The obtaining of any judgment by Mortgagee and any levy of any execution upon any judgment upon the Mortgaged Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

V. MISCELLANEOUS

5.1 Notices. Any notice or other communication required herein shall be in writing addressed to the respective party as set forth below and may be personally served, delivered by facsimile, sent by overnight courier service or U.S. mail and shall be effective and be deemed to have been received: (i) if delivered by hand, upon personal delivery, (ii) if delivered by facsimile, upon sender's receipt of confirmation of proper transmission; (iii) if delivered by overnight courier service, one (1) Business Day after delivery to such courier service; or (iv) if delivered by mail, three (3) Business Days after deposit in the mail.

Notices shall be addressed as follows:

- (i) If to Mortgagor:

Shale-Inland Realty, LLC
9521 Ainslie Street
Schiller Park, IL 60176
Attention: Craig Bouchard
Tel. No.: 630-947-4766
Telecopier No.: 630-789-3151

with a copy to:

Kirkland & Ellis LLP
601 Lexington Ave.
New York, NY 10022
Attention: Travis Fleming, Esq.
Tel. No.: (212) 446-4800
Telecopier No.: (212) 446-6460

- (ii) If to Mortgagee:

General Electric Capital Corporation
500 W Monroe St.
Chicago, IL 60661
Attn: S-I Holdings Account Manager

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Facsimile: (312) 463-3840

with a copy to:

General Electric Capital Corporation
10 Riverview Drive
Danbury, CT 06810
Attn: Jill Zellmer
Facsimile: (203) 749-4562

and:

General Electric Capital Corporation
500 W Monroe St.
Chicago, IL 60661
Attn: Corporate Counsel – Corporate Finance
Facsimile: (312) 441-6876

and:

Latham & Watkins LLP
233 South Wacker Drive, Suite 5800
Chicago, Illinois 60606
Attention: David Crumbaugh, Esq.
Tel. No.: 312-876-7700
Facsimile: (312) 993-9757

5.2 Time of Essence. Time is of the essence of this Mortgage.

5.3 Covenants Run with Land. All of the covenants of this Mortgage shall run with the land constituting the Premises.

5.4 Governing Law and Jurisdiction.

(a) Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Mortgage, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest), except that the law of the State shall govern with respect to the creation, perfection and enforceability of the real property liens created hereby.

(b) Submission to Jurisdiction. Any legal action or proceeding with respect to any Loan Document shall be brought exclusively in the courts of the State of New York located

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in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Mortgage, Mortgagor hereby accepts for itself and in respect of its Property, generally and unconditionally, the jurisdiction of the aforesaid courts. Mortgagor (and, to the extent set forth in any other Loan Document, each other Borrower and each other Credit Party) hereby irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum *non conveniens*, that it may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

(c) Service of Process. Mortgagor hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with this Mortgage or any other Loan Document by any means permitted by applicable Requirements of Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address of Mortgagor (and shall be effective when such mailing shall be effective, as provided therein). Mortgagor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(d) Non-Exclusive Jurisdiction. Nothing contained in this Section 5.4 shall affect the right of Agent or any Lender to serve process in any other manner permitted by applicable Requirements of Law or commence legal proceedings or otherwise proceed against Mortgagor in any other jurisdiction.

(e) Waiver of Jury Trial. MORTGAGOR, TO THE EXTENT PERMITTED BY LAW, WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF, IN CONNECTION WITH OR RELATING TO, THIS MORTGAGE, THE OTHER LOAN DOCUMENTS AND ANY OTHER TRANSACTION CONTEMPLATED HEREBY AND THEREBY. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

5.5 Severability. The illegality or unenforceability of any provision of this Mortgage or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Mortgage or any instrument or agreement required hereunder.

5.6 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, express or implied, by any party, to or of any breach or default by any other party shall be deemed a consent to or waiver of the performance by such defaulting party of any other obligations or the performance by any other party of the same, or of any other, obligations.

5.7 Headings. The captions and headings of this Mortgage are for convenience of reference only and shall not affect the interpretation of this Mortgage.

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5.8 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

5.9 Independence of Provisions. The parties hereto acknowledge that this Mortgage and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters, and that such limitations, tests and measurements are cumulative and must each be performed, except as expressly stated to the contrary in this Mortgage.

5.10 Deed in Trust. If title to the Mortgaged Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction against the creation of any lien on the Mortgaged Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

5.11 Successors and Assigns. This Mortgage shall be binding upon Mortgagor, its successors, assigns, legal representatives and all other persons or entities claiming under or through Mortgagor. The word "Mortgagee", when used herein, shall include Agent in its capacity as Agent for the Lenders and its successors, assigns and legal representatives in such capacity.

5.12 Counterparts. This Mortgage may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5.13 Mortgagee in Possession. Nothing contained in this Mortgage shall be construed as constituting Mortgagee as a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property.

5.14 Incorporation of Credit Agreement; No Conflicts. The terms of the Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between any term or provision of this Mortgage and the Credit Agreement, the terms and provisions of the Credit Agreement shall control. Any inconsistencies between this Mortgage and any other Loan Documents (other than the Credit Agreement) shall be construed, interpreted and resolved so as to benefit Mortgagee, and Mortgagee's election of which interpretation or construction is for Mortgagee's benefit shall govern.

5.15 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Mortgage. In the event an ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of this Mortgage.

5.16 Recitals. The Recitals set forth in the beginning hereof are incorporated herein by this reference thereto as if fully set forth herein.

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5.17 Future Amendments. One or more of the Loan Documents, including this Mortgage, or the Secured Indebtedness may be amended, and any amendment of one or more of the Loan Documents, including this Mortgage, or of the Secured Indebtedness may or may not be recorded. Any such amendment shall be fully effective, without thereby impairing or reducing the priority of the lien of this Mortgage or constituting a novation. Notwithstanding anything herein to the contrary, this Mortgage may be modified, altered, amended, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such modification, alteration, amendment, waiver, discharge or termination is sought.

5.18 Reduction Of Secured Amount. In the event that the amount secured by this Mortgage is less than the Secured Indebtedness, then the amount secured shall be reduced only by the last and final sums that the Borrowers and the Credit Parties repay with respect to the Secured Indebtedness and shall not be reduced by any intervening repayments of the Secured Indebtedness unless arising from the Mortgaged Property. So long as the balance of the Secured Indebtedness exceeds the amount secured, any payments of the Secured Indebtedness shall not be deemed to be applied against, or to reduce, the portion of the Secured Indebtedness secured by this Mortgage. Such payments shall instead be deemed to reduce only such portions of the Secured Indebtedness as are secured by other collateral located outside of the State or as are unsecured.

5.19 Revolving Credit. This Mortgage is given, among other things, to secure the payment of existing loans and future advances under a revolving credit facility (including any incremental revolving facilities) which is a part of the Loans (the "Revolving Credit Facility"). The aggregate principal amount outstanding under the Revolving Credit Facility at any one time shall not exceed Four Hundred Fifty Million and No/100 Dollars (\$450,000,000.00). This Mortgage secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of the Lenders or other Secured Parties, or otherwise, such advances shall be deemed to be obligatory, and the lien securing such future advances shall relate to the Effective Date and have the same priority as the lien securing loans made on the Effective Date. The principal amount outstanding under the Revolving Credit Facility secured hereby may increase or decrease from time to time.

5.20 Additional Provisions. Notwithstanding anything contained herein to the contrary:

(a) Where any provision of this Mortgage is inconsistent with any provision of the law of the State regulating the creation or enforcement of a lien or security interest in real or personal property including, but not by way of limitation, the Illinois Mortgage Foreclosure Law (765 ILCS 5/15-1101 et seq.) and the Code, as amended, modified and/or replaced from time to time, the provisions of the law of the State shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with the law of the State.

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(b) The term “Secured Indebtedness” as defined in this Mortgage shall include, without limitation, any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee and/or the other Secured Parties and/or to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of Mortgagor under this Mortgage or any or all of the other Loan Documents. The obtaining of any judgment by Mortgagee and/or the other Secured Parties (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Mortgaged Property shall not affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, powers, rights and remedies of Mortgagee and/or the other Secured Parties hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied. Furthermore, Mortgagor acknowledges and agrees that the Secured Indebtedness is secured by the Mortgaged Property and various other collateral at the time of execution of this Mortgage. Mortgagor specifically acknowledges and agrees that the Mortgaged Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Secured Indebtedness. Accordingly, Mortgagor acknowledges that it is in Mortgagor’s contemplation that the other collateral pledged to secure the Secured Indebtedness may be pursued by Mortgagee in separate proceedings in the various states and counties where such collateral may be located and additionally that Mortgagor will remain liable for any deficiency judgments in addition to any amounts Mortgagee and/or the other Secured Parties may realize on sales of other property or any other collateral given as security for the Secured Indebtedness. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Secured Indebtedness shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by applicable law.

(c) To the extent the laws of the State limit (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the right of Mortgagee and the other Secured Parties to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Mortgage.

(d) This Mortgage secures the payment of future advances of revolving loans which may be made after the date hereof to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made on the date of the execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The total principal amount of Secured Indebtedness secured by this Mortgage may decrease or increase from time to time but the total unpaid principal balance so secured at any one time shall not exceed FOUR HUNDRED FIFTY MILLION DOLLARS AND NO CENTS (\$450,000,000.00), plus interest thereon, and any and all disbursements made

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by Mortgagee for the payment of taxes, special assessments or insurance on the Mortgaged Property, with interest on such disbursements. The parties hereby acknowledge and intend that all advances of the revolving loans, including future advances whenever hereafter made, shall be a lien from the time this Mortgage is recorded.

(e) This Mortgage secures the payment of the entire Secured Indebtedness; provided, however that the total amount secured by this Mortgage shall not exceed an amount equal to NINE HUNDRED MILLION DOLLARS AND NO CENTS (\$900,000,000.00).

(f) Even though the lien of this Mortgage shall be released from the Mortgaged Property subject to Article II hereof, any of the terms and provisions of this Mortgage that are intended to survive shall nevertheless survive the release or satisfaction of this Mortgage whether voluntarily granted by Mortgagee or the other Secured Parties, as a result of a judgment upon judicial foreclosure of this Mortgage or in the event a deed in lieu of foreclosure is granted by Mortgagor to Mortgagee and/or the other Secured Parties.

(g) The proceeds of the indebtedness secured hereby referred to herein shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured by this Mortgage constitutes (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4 (1)(c) and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

(h) Pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), Mortgagor is hereby notified that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagee's expense to protect Mortgagee's interests in the Mortgaged Property, which insurance may, but need not, protect the interests of Mortgagor. The coverage purchased by Mortgagee may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained the insurance as required hereunder. If Mortgagee purchases insurance, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed 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 added to the total obligation secured hereby. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

(i) Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

(i) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective

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from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

(ii) Wherever provision is made in this Mortgage for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;

(iii) In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties and provisions set forth in Sections 15-1701 and 15-1703 of the Act;

(iv) Mortgagor acknowledges that the Mortgaged Property does not constitute "agricultural real estate", as said term is defined in Section 15-1201 of the Act or "residential real estate" as defined in Section 15-1219 of the Act;

(v) Pursuant to 735 ILCS 5/15-1301(b), Mortgagor waives any and all rights of redemption from sale under any order of foreclosure of this Instrument, or other rights of redemption, which may run to Mortgagor or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212;

(vi) All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage, or the Credit Agreement or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(A) all advances by Mortgagee in accordance with the terms of this Mortgage or the Credit Agreement to: (1) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (2) preserve the lien of this Mortgage or the priority thereof, or (3) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

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(B) payments by Mortgagee of (1) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrances; (2) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (3) other obligations authorized by this Mortgage; or (4) 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 5/15-1505 of the Act;

(C) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(D) attorneys' fees and other costs incurred: (1) in connection with the foreclosure of this Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Mortgage or arising from the interest of Mortgagee hereunder; or (3) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Mortgaged Property;

(E) Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearings as referred to in Section 5/15-1508 (b)(1) of the Act;

(F) expenses deductible from proceeds of sale as referred to in Section 5/15-1512 (a) and (b) of the Act; and

(G) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (1) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (2) if Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee 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 mortgagee takes possession of the Mortgaged Property imposed by Section 5/15-1704 (c) (1) of the Act; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments

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creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (6) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (7) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (8) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (9) if this Mortgage is insured, payment of Federal Housing Administration or private mortgage insurance required to keep such insurance in force;

(vii) all Protective Advances shall be additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Notes, the Credit Agreement and the other Loan Documents; and

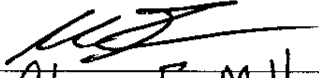
(viii) this Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b) (5) of Section 5/15-1302 of the Act.

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, Mortgagor has duly signed and delivered this Mortgage to be effective as of the Effective Date.

SHALE-INLAND REALTY, LLC, a Delaware limited liability company

By: 
Name: Glenn F. Miller
Title: Authorized Signatory

Property of Cook County Clerk's Office

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Exhibit A

Legal Description

PARCEL 1:

LOT 1 IN BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35 AND PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 15 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE ABOVE SAID LOT 1) OF THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 703.33 FEET TO THE SOUTHWEST CORNER OF BARTLETT INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF SECTION 35 AND SECTION 36 AFORESAID, FOR THE POINT OF BEGINNING; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BARTLETT INDUSTRIAL PARK AND PARALLEL WITH THE EAST LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 777.52 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 672.19 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 35, A DISTANCE OF 900.09 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, A DISTANCE OF 665.7 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

Address: 802 East Devon Avenue, Bartlett, IL 60103

PIN(s): 06-35-400-009-0000 & 06-35-400-019-0000

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EXHIBIT B

FINANCING STATEMENT

Schedule 1

(Description of "Debtor" and "Secured Party")

A. Debtor:

1. Name and Identity and Structure:

Shale-Inland Realty, LLC, a Delaware limited liability company
Organizational ID Number: 4914033

2. The principal place of business of Debtor in the State of Texas is as follows:

9521 Ainslie Street
Schiller Park, IL 60176

B. Secured Party:

General Electric Capital Corporation, as Agent

Schedule 2

(Notice of Mailing Addresses of "Debtor" and "Secured Party")

A. The mailing address of Debtor is:

Shale-Inland Realty, LLC
9521 Ainslie Street
Schiller Park, IL 60176
Attention: Craig Bouchard
Tel. No.: 630-947-4766
Telecopier No.: 630-789-3151

B. The mailing address of Secured Party is:

General Electric Capital Corporation
201 Merritt 7
Norwalk, Connecticut 06856
Attn: Corporate Counsel - Commercial Finance