

# UNOFFICIAL COPY



1310810029

Doc#: 1310810029 Fee: \$112.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/18/2013 12:13 PM Pg: 1 of 38

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 17-09-331-008-0000

**Address:**

**Street:** 618 WEST WASHINGTON STREET

**Street line 2:**

**City:** CHICAGO

**State:** IL

**ZIP Code:** 60606

**Lender:** JPMORGAN CHASE BANK, N.A.

**Borrower:** CHICAGO PROPERTIES I, LLC

**Loan / Mortgage Amount:** \$48,130,000.00

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.

## Box 400-CTCC

**Certificate number:** E4D544C1-7ACC-47FF-AB9E-B6F13A2B4500

**Execution date:** 04/09/2013

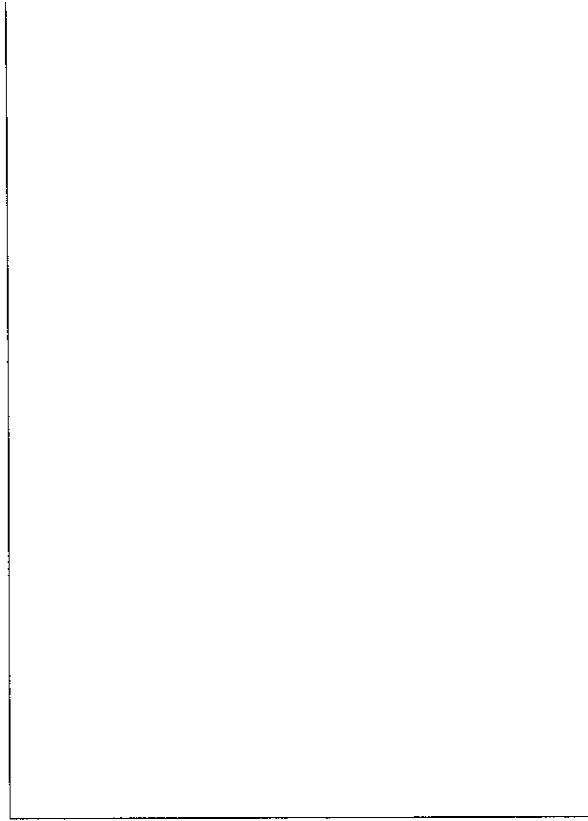
8917376 Karen A1 305

Property of Cook County Clerk's Office

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This instrument prepared by and after recording return to:

Brad Hawley  
Locke Lord LLP  
600 Congress Avenue, Suite 2200  
Austin, TX 78701



8917376  
Xecuror 01 30/6

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

THE STATE OF ILLINOIS           §  
  §  
COUNTY OF COOK                   §

This instrument ("Mortgage") is (i) a Mortgage dated effective April 9, 2013, from CHICAGO PROPERTIES I, LLC, a Delaware limited liability company, whose address is 401 S. Main Street, Suite 300, Naperville, Illinois 60540, Attention: Darren Slonger (called the "Mortgagor", "Debtor" and "Assignor") to JPMORGAN CHASE BANK, N.A., a national banking association ("Agent"), acting in its capacity as Agent for the ratable benefit of itself and for the Lenders (as defined in the Loan Agreement), whose address for purposes hereof is 2200 Ross Avenue, 9th Floor, TX1-2953, Dallas, Texas 75201-2787 (Agent and Lenders called the "Mortgagee", "Secured Party" or "Assignee"); (ii) a security agreement between Debtor and Secured Party; (iii) an assignment of leases and rents from Assignor to Assignee; and (iv) a financing statement under the UCC (as defined herein).

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WITNESSETH:

## ARTICLE 1 IDENTIFICATION OF THE MORTGAGED PROPERTY AND ITS CONVEYANCE TO THE AGENT

Section 1.1 Mortgagor's Conveyance of the Mortgaged Property to the Agent to Secure the Debt. To secure payment of principal, lawful interest and other elements of the Debt described and defined in Article 2, in consideration of the uses and trusts established and continued by this Mortgage and in consideration of \$10.00 and other valuable consideration paid before delivery of this Mortgage by Mortgagee to Mortgagor, who hereby acknowledges its receipt and that it is reasonably equivalent value for this Mortgage and all other security and rights given by Mortgagor, Mortgagor hereby Grants, Sells, Conveys, Transfers, Assigns, Sets Over, Confirms and Delivers unto the Agent and to his successors or substitutes, the following property (collectively, the "Mortgaged Property"):

(a) Real Property. All of the real estate and premises described or referred to on Exhibit A, together with (i) all of Mortgagor's estate, right, title and interest in and to all easements and rights-of-way for utilities, ingress or egress to or from said property and (ii) all interests of Mortgagor in and to all streets, rights-of-way, alleys or strips of land adjoining said property (collectively, the "Real Property").

(b) Buildings and Improvements. All existing and all future buildings on the Real Property and other improvements to it, all of which Mortgagor and Mortgagee hereby irrevocably declare to be real estate and part of the Real Property, including all water, sewage and drainage facilities, wells, treatment plants, supply, collection and distribution systems, paving, landscaping and other improvements (collectively, the "Improvements").

(c) Fixtures, Equipment and Supplies. All of Mortgagor's estate, right, title and interest in and to all fixtures, equipment and supplies (the "Fixtures and Equipment") now or hereafter attached to, used, intended or acquired for use for, or in connection with, the construction, maintenance, operation or repair of the Real Property or Improvements, or for the present or future replacement or replenishment of used portions of it, and all related parts, filters and supplies, including, but not limited to, all heating, lighting, cooling, ventilating, air conditioning, environment control, refrigeration, plumbing, incinerating, water-heating, cooking, pollution control, gas, electric, solar, nuclear, computing, monitoring, measuring, controlling, distributing and other equipment and fixtures, and all renewals and replacements of them, all substitutions for them and all additions and accessions to them, all of which Mortgagor and Mortgagee hereby also irrevocably declare to be real estate and part of the Real Property.

(d) Leases. All of Mortgagor's estate, right, title and interest in and to all Leases (as such term is defined in Section 8.1 below).

(e) Utilities. All of Mortgagor's estate, right, title and interest in and to all wastewater, fresh water and other utilities capacity and facilities (the "Utilities Capacity") available or allocable to the Real Property and Improvements or dedicated to or reserved for them pursuant to any system, program, contract or other arrangement with any public or private utility, and all related or

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incidental licenses, rights and interests, whether considered to be real, personal or mixed property, including the right and authority to transfer or relinquish any or all such rights and the right to any credit, refund, reimbursement or rebate for utilities facilities construction or installation or for any reservation fee, standby fee or capital recovery charge promised, provided or paid for by Mortgagor or any of Mortgagor's predecessors or Affiliates (defined below), to the full extent now allocated or allocable to the Real Property or Improvements, plus all additional Utilities Capacity, if any, not dedicated or reserved to the Real Property or Improvements but which is now or hereafter owned or controlled by Mortgagor or by anyone (an "Affiliate", whether a natural person or an entity) who directly or through one or more intermediaries controls, is controlled by or is under common control with Mortgagor, to the full extent that such additional Utilities Capacity is necessary to allow development, marketing and use of the Real Property or Improvements for their highest and best use.

(f) After-acquired Property. All estate, right, title and interest acquired by Mortgagor in or to the Real Property, Improvements, Fixtures and Equipment, Leases and Utilities Capacity after execution of this Mortgage.

(g) Appurtenances. All of Mortgagor's estate, right, title and interest in and to any and all rights and appurtenances (the "Appurtenances") belonging, incident or appertaining to the Real Property, Improvements, Fixtures and Equipment, Leases or Utilities Capacity or any part of them.

(h) Oil and Gas. All of Mortgagor's estate, right, title and interest in and to all existing and future minerals, oil, gas and other hydrocarbon substances in, upon, under or through the Real Property.

(i) Reversions and Remainders. All of Mortgagor's estate, right, title and interest in and to any and all rights and estates in reversion or remainder to the Real Property, Improvements, Fixtures and Equipment, Leases, Utilities Capacity or Appurtenances or any part of them.

(j) Contractual Rights. All of Mortgagor's estate, right, title and interest in and to all contracts (including contracts for the sale or exchange of all or any portion of the Real Property or the Improvements), franchises, licenses and permits whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to or connected with the development or sale of the Real Property or the Improvements, whether now or at any time hereafter existing, and all amendments and supplements thereto and renewals and extensions thereof at any time made, and all rebates, refunds, escrow accounts and funds, or deposits and all other sums due or to become due under and pursuant thereto and all powers, privileges, options and Mortgagor's other benefits thereunder.

(k) Other Estates and Interests. All other estates, easements, interests, licenses, rights, titles, powers or privileges of every kind and character which Mortgagor now has, or at any time hereafter acquires, in and to any of the foregoing, including the proceeds from condemnation, or threatened condemnation, and the proceeds of any and all insurance covering any part of the foregoing; and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor, as well as all other Improvements, Fixtures and Equipment, Leases, Utilities Capacity and Appurtenances now or hereafter placed thereon or accruing thereto.

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Section 1.2 Habendum and Title Warranty. TO HAVE AND TO HOLD the Mortgaged Property, together with every right, privilege, hereditament and appurtenance belonging or appertaining to it, unto the Mortgagee, its successors and assigns, forever. Mortgagor represents that Mortgagor is the lawful owner of the Mortgaged Property with good right and authority to mortgage and convey it, and that the Mortgaged Property is free and clear of all liens, claims and encumbrances except only those expressly referred to or described in Exhibit B and the Permitted Encumbrances (defined in the Loan Agreement). Mortgagor hereby binds Mortgagor and Mortgagor's successors and assigns to forever WARRANT and DEFEND the Mortgaged Property and every part of it unto the Mortgagee, and its assigns, against the claims and demands of every person whomsoever lawfully claiming or to claim it or any part of it (such warranty to supersede any provision contained in this Mortgage limiting the liability of Mortgagor).

## ARTICLE 2 THE DEBT SECURED

Section 2.1 Mortgage Lien to Secure Designated Obligations. The lien of this Mortgage shall secure all of the following present and future debt and obligations:

(a) Note. All indebtedness now or hereafter evidenced and to be evidenced by (i) the promissory notes of Mortgagor payable to the order of any Lender now or hereafter a party to the Loan Agreement in the face principal amount of each Lender's Commitment out of the Aggregate Commitment (as both of such terms are defined in the Loan Agreement), all of such promissory notes being in the aggregate face principal amount of \$48,130,000.00, having an initial maturity date of April 9, 2016 (subject to being extended as provided in the Loan Agreement) and being issued pursuant to the Loan Agreement, and (ii) any and all past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases of any such notes (collectively, the "Note") which shall accrue interest at the rate or rates provided in the Loan Agreement.

(b) Loan Agreement. All obligations and indebtedness of Mortgagor now or hereafter created or incurred under the Construction Loan and Security Agreement dated concurrently herewith among Mortgagor, Mortgagee and Lenders, as the same may be amended, supplemented, restated or replaced from time to time (collectively, the "Loan Agreement"). All capitalized terms used but not otherwise defined herein shall have the same meaning provided therefor in the Loan Agreement.

(c) Other Specified Obligations. All other obligations, if any, described or referred to in any other place in this Mortgage.

(d) Advances and Other Obligations Pursuant to this Mortgage's Provisions. Any and all sums and the interest which accrues on them as provided in this Mortgage which Mortgagee or any Lenders may advance or which Mortgagor may owe Mortgagee or any Lenders pursuant to this Mortgage on account of Mortgagor's failure to keep, observe or perform any of Mortgagor's covenants under this Mortgage.

(e) Obligations under Loan Documents. All present and future debts and obligations under or pursuant to (1) any papers ("Loan Documents") now or in the future governing, evidencing, guaranteeing or securing or otherwise relating to payment of all or any part of the debt

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evidenced by the Note, (2) any Swap Agreements (as defined in the Loan Agreement) or any Banking Services Obligations (as defined in the Loan Agreement) or (3) all supplements, amendments, restatements, renewals, extensions, rearrangements, increases, expansions or replacements of any of them.

(f) Related Indebtedness. All other loans or advances made by Mortgagee to Mortgagor not otherwise specifically described in this Section now or hereafter made for the purpose of paying costs of developing, constructing, improving or operating all or any part of the Mortgaged Property.

(g) All Other Debt. All of Mortgagor's other present and future debt or other obligations now or hereafter held or owned by Mortgagee or any Lender, whether direct or indirect, primary or secondary, fixed or contingent, several, joint or joint and several, and regardless of how incurred, evidenced, guaranteed or otherwise secured, including any present or future debt under any credit or loan agreement, any letter of credit application, any reimbursement, repurchase, reverse repurchase, swap or other agreement which absolutely or contingently creates any financial obligation, any guaranty or any other papers previously, concurrently or later executed by Mortgagor, or accepted by Mortgagor as binding upon Mortgagor. Mortgagor, Mortgagee and Lenders presently contemplate that Mortgagee or Lenders may at Mortgagee's or any Lender's election lend sums or extend other financial accommodations to Mortgagor or for Mortgagor's account or benefit in the future and may acquire and become the owner and holder of other debt or obligations of Mortgagor from time to time but that Mortgagee or any Lender has no obligation to do so. Mortgagor agrees that if Mortgagor should thus become indebted to Mortgagee or any Lender in any such additional sums (except in cases where Mortgagor and Mortgagee or any Lender have expressly agreed in writing to a different rate, a different maturity or both) all such other or future debt shall be due and payable on demand, the principal of such debt shall bear interest at the Default Rate (as defined in Article 6 below) from the date of its accrual, however it accrues, until paid, and all such other debt, both principal and interest, shall be secured by this Mortgage as well as by any and all other security which Mortgagee may now or hereafter hold for it.

Section 2.2 Debt Defined. The term "Debt" means and includes every Note and all other debt and obligations described or referred to in Section 2.1. The Debt includes interest and other obligations accruing or arising after (a) commencement of any case under any bankruptcy or similar laws by or against Mortgagor or any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (Mortgagor and each such other person or entity being herein called an "Obligor") or (b) the obligations of any Obligor shall cease to exist by operation of law or for any other reason. The Debt also includes all reasonable attorneys' fees and any other expenses incurred by Mortgagee or any Lender in enforcing any of the Loan Documents. All liens, assignments and security interests created, represented or continued by this Mortgage, both present and future, shall be first, prior and superior to any lien, assignment, security interest, charge, reservation of title or other interest heretofore, concurrently or subsequently suffered or granted by Mortgagor or Mortgagor's successors or assigns, except only statutory super priority liens for nondelinquent taxes and those other liens (if any) expressly identified and stated in this Mortgage to be senior.

## ARTICLE 3 SECURITY AGREEMENT

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Section 3.1 Grant of Security Interest. Without limiting any of the provisions of this Mortgage, Mortgagor, as Debtor, and referred to in this Article as “Debtor” (whether one or more) hereby grants to Mortgagee for the ratable benefit of the Lenders, as Secured Party, and referred to in this Article as “Secured Party” (whether one or more), a security interest in all of Debtor’s remedies, powers, privileges, rights, titles and interests (including all of Debtor’s power, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to (i) the Mortgaged Property (including both that now and that hereafter exist) to the full extent that the Mortgaged Property may be subject to the Uniform Commercial Code of the state or states where the Mortgaged Property is situated (the “UCC”), (ii) all equipment, accounts, deposit accounts, general intangibles, fixtures, inventory, chattel paper, notes, documents and other personal property used, intended or acquired for use, on--or in connection with the use or operation of the Mortgaged Property, or otherwise related to the Mortgaged Property, and all products and proceeds of it, including all Rental (as such term is defined in Section 8.1 below) and all security deposits under Leases now or at any time hereafter held by or for Debtor’s benefit, all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Mortgaged Property, all funds, accounts, instruments, accounts receivable, documents, trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transactions related to the Mortgaged Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Mortgaged Property, and all guaranties and warranties obtained with respect to all improvements, equipment, furniture, furnishings, personal property and components of any thereof located on or installed at the Mortgaged Property and (iii) the following described property:

(a) Contracts. All contracts now or hereafter entered into by and between Debtor and any contractor approved pursuant to the Loan Agreement, as well as all right, title and interest of Debtor under any subcontracts, providing for the construction (original, restorative or otherwise) of any improvements to or on any of the Mortgaged Property or the furnishing of any materials, supplies, equipment or labor in connection with any such construction.

(b) Plans. All of the plans, specifications and drawings (including plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect, engineer or other design professional, in respect of any of the Mortgaged Property.

(c) Design, etc. Agreements. All agreements now or hereafter entered into with any person or entity in respect of architectural, engineering, design, management, development or consulting services rendered or to be rendered in respect of planning, design, inspection or supervision of the construction, management or development of any of the Mortgaged Property.

(d) Lender, Investor or Purchaser Commitments. Any commitment issued by any lender, investor or purchaser other than Mortgagee or any Lender to finance, invest in or purchase any of the Mortgaged Property, and all amendments and supplements thereto and renewals and extensions thereof at any time made.

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(e) Bonds. Any completion bond, performance bond and labor and material payment bond and any other bond relating to the Mortgaged Property or to any contract providing for construction of improvements to any of the Mortgaged Property.

(f) Reimbursements; Incentives. Any right to reimbursements, rebates, credits, refunds, payments or other consideration or monies, with respect to any of the Mortgaged Property, to be received pursuant to any reimbursement, tax credit, incentive or other similar agreements (or any similar writings) with any governmental, quasi-governmental or non-governmental body or entity (collectively, the "Reimbursement Agreements");

together with all substitutions for and proceeds of any of the foregoing received upon the rental, sale, exchange, transfer, collection or other disposition or substitution of it and together with all general intangibles now owned by Debtor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing Property). All the property described or referred to in this Section is collectively referred to as the "Collateral". The Mortgaged Property and the Collateral are collectively referred to as the "Property". In the event of any express inconsistency between the provisions of this Section and Article 8 regarding any Rental or Lease, the provisions of Article 8, to the extent valid, enforceable and in effect, shall govern and control.

Section 3.2 Debtor's Covenants Concerning Personalty Subject to the UCC. Debtor covenants and agrees with Secured Party that in addition to and cumulative of any other remedies granted in this Mortgage, upon or at any time after the occurrence and during the continuance of a Default (defined in Article 5):

(a) Secured Party is authorized, in any legal manner and without breach of the peace, to take possession of the Collateral (Debtor hereby WAIVING all claims for damages arising from or connected with any such taking) and of all books, records and accounts relating thereto and to exercise without interference from Debtor any and all rights which Debtor has with respect to the management, possession, operation, protection or preservation of the Collateral, including the right to sell or rent the same for the account of Debtor and to deduct from such sale proceeds or such rents all costs, expenses and liabilities of every character incurred by Secured Party in collecting such sale proceeds or such rents and in managing, operating, maintaining, protecting or preserving the Collateral and to apply the remainder of such sales proceeds or such rents on the Debt in such manner as Secured Party may elect. Before any sale, Secured Party may, at its option, complete the processing of any of the Collateral and/or repair or recondition the same to such extent as Secured Party may deem advisable and any sums expended therefor by Secured Party shall be reimbursed by Debtor. Secured Party may take possession of Debtor's premises to complete such processing, repairing and/or reconditioning, using the facilities and other property of Debtor to do so, to store any Collateral and to conduct any sale as provided for herein, all without compensation to Debtor. All costs, expenses, and liabilities incurred by Secured Party in collecting such sales proceeds or such rents, or in managing, operating, maintaining, protecting or preserving such properties, or in processing, repairing and/or reconditioning the Collateral if not paid out of such sales proceeds or such rents as hereinabove provided, shall constitute a demand obligation owing by Debtor and shall bear interest from the date of expenditure until paid at the Default Rate, all of which shall constitute a portion of the Debt. If necessary to obtain the possession provided for above, Secured Party may invoke any and all legal remedies to dispossess Debtor, including specifically one or more actions for forcible entry and detainer. In connection with any action taken by Secured Party pursuant to



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this Section, Secured Party shall not be liable for any loss sustained by Debtor resulting from any failure to sell or let the Collateral, or any part thereof, or from other act or omission of Secured Party with respect to the Collateral unless such loss is caused by the willful misconduct and bad faith of Secured Party, nor shall Secured Party be obligated to perform or discharge any obligation, duty, or liability under any sale or lease agreement covering the Collateral or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder.

(b) Secured Party may, without notice except as hereinafter provided, sell the Collateral or any part thereof at public or private sale (with or without appraisal or having the Collateral at the place of sale) for cash, upon credit, or for future delivery, and at such price or prices as Secured Party may deem best, and Secured Party may be the purchaser of any and all of the Collateral so sold and may apply upon the purchase price therefor any of the Debt and thereafter hold the same absolutely free from any right or claim of whatsoever kind. Secured Party is authorized at any such sale, if Secured Party deems it advisable or is required by applicable law so to do, to disclaim and to refuse to give any warranty, and to impose such other limitations or conditions in connection with any such sale as Secured Party deems necessary or advisable in order to comply with applicable law. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption, stay or appraisal which Debtor has or may have under any rule of law or statute now existing or hereafter adopted. To the extent notice is required by applicable law, Secured Party shall give Debtor written notice at the address set forth herein (which shall satisfy any requirement of notice or reasonable notice in any applicable statute) of Secured Party's intention to make any such public or private sale. Such notice (if any is required by applicable law) shall be personally delivered or mailed, postage prepaid, at least twenty (20) calendar days before the date fixed for a public sale, or at least twenty (20) calendar days before the date after which the private sale or other disposition is to be made, unless the Collateral is of a type customarily sold on a recognized market, is perishable or threatens to decline speedily in value. Such notice (if any is required by applicable law), in case of public sale, shall state the time and place fixed for such sale or, in case of private sale or other disposition other than a public sale, the time after which the private sale or other such disposition is to be made. Any public sale shall be held at such time or times, within the ordinary business hours and at such place or places, as Secured Party may fix in the notice of such sale. At any sale the Collateral may be sold in one lot as an entirety or in separate parcels as Secured Party may determine. Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at any time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall incur no liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and in case of any such failure, such Collateral may again be sold upon like notice. Each and every method of disposition described in this Section shall constitute disposition in a commercially reasonable manner. Each Obligor, to the extent applicable, shall remain liable for any deficiency.

(c) Secured Party shall have all the rights of a secured party after default under the UCC and in conjunction with, in addition to or in substitution for those rights and remedies:

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(1) Secured Party may require Debtor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral; and

(2) it shall not be necessary that Secured Party take possession of the Collateral or any part thereof before the time that any sale pursuant to the provisions of this Article is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; and

(3) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and

(4) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the indebtedness secured hereby, this Mortgage and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and

(5) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and

(6) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of any indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and the Collateral to be sold having been duly given, as to any other act or thing having been duly done by Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(7) Secured Party 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 Secured Party including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and

(8) demand of performance, advertisement and presence of property at sale are hereby WAIVED and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the secured indebtedness. All demands and presentments of any kind or nature are expressly WAIVED by Debtor. Debtor WAIVES the right to require Secured Party to pursue any other remedy for the benefit of Debtor and agrees that Secured Party may proceed against any Obligor for the amount of the Debt owed to Secured Party without taking any action against any other Obligor or any other person or entity and without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.

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Section 3.3 UCC Rights are not Exclusive. Should Secured Party elect to exercise its rights under the UCC as to part of the personal property or fixtures described in this Mortgage, such election shall not preclude Secured Party from exercising any or all of the rights and remedies granted by the other Articles of this Mortgage as to the remaining personal property or fixtures.

Section 3.4 Mortgage is Also Financing Statement. Secured Party may, at its election, at any time after delivery of this Mortgage, file an original of this Mortgage as a financing statement or sign one or more copies of this Mortgage to use as a UCC financing statement. Secured Party's signature may be placed between the last sentence of this Mortgage and Debtor's acknowledgment or may follow Debtor's acknowledgment. Secured Party's signature need not be acknowledged and is not necessary to the effectiveness of this Mortgage as a mortgage, assignment, pledge, security agreement or (unless otherwise required by applicable law) as a financing statement.

Section 3.5 No other Financing Statements on the Collateral. So long as any amount remains unpaid on the Debt, Debtor will not execute and there will not be filed in any public office any financing statements affecting the Collateral other than financing statements in favor of Secured Party under this Mortgage, unless prior written specific consent and approval of Secured Party shall have been first obtained.

Section 3.6 Secured Party May File Financing and Continuation Statements. Secured Party is authorized to file this Mortgage, a financing statement or statements and one or more continuation statements in any jurisdiction where Secured Party deems it necessary, in form satisfactory to Secured Party, and Debtor will pay the costs of filing or recording them, in all public offices at any time and from time to time whenever filing or recording of this Mortgage, any financing statement or any continuation statement is deemed by Secured Party or its counsel to be necessary or desirable.

Section 3.7 Fixtures. Certain of the Collateral is or will become "fixtures" (as that term is defined in the UCC) on the Real Property, and when this Mortgage is filed for record in the real estate records of the county where such fixtures are situated, it shall also automatically operate as a financing statement upon such of the Collateral which is or may become fixtures. For purposes of such filing, the address of the debtor shall be that set forth in the preamble hereto.

Section 3.8 Assignment of Non-UCC Personal Property. To the extent that any of the Collateral is not subject to the UCC of the state or states where it is situated, Debtor hereby assigns to Secured Party all of Debtor's right, title and interest in the Collateral to secure the Debt. Release of the lien of this Mortgage shall automatically terminate this assignment.

Section 3.9 Debtor's Warranties Concerning Collateral. Debtor warrants and represents to Secured Party that Debtor is the legal and equitable owner and holder of the Collateral free of any adverse claim and free of any security interest or encumbrance except only for the security interest granted hereby in the Collateral and those other security interests (if any) expressly referred to or described in this Mortgage (such warranty to supersede any provision contained in this Mortgage limiting the liability of Mortgagor). Debtor agrees to defend the Collateral and its proceeds against all claims and demands of any person at any time claiming the Collateral, its proceeds or any interest in either. Debtor also warrants and represents that Debtor has not heretofore signed any financing statement directly or indirectly affecting the Collateral or any part of it which has not been

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completely terminated of record, and no such financing statement signed by Debtor is now on file in any public office except only those statements (if any) true and correct copies of which Debtor has actually delivered to Secured Party.

Section 3.10 Certain Powers of Secured Party. Upon the occurrence and during the continuance of a Default, Debtor hereby authorizes and directs each account debtor and each other person or entity obligated to make payment in respect of any of the Collateral (each a "Collateral Obligor") to pay over to Secured Party, its officers, agents or assigns, upon demand by Secured Party (such demand to be made only after the occurrence and during the continuance of a Default), all or any part of the Collateral without making any inquiries as to the status or balance of the secured indebtedness and without any notice to or further consent of Debtor. Debtor hereby agrees to indemnify each Collateral Obligor and hold each Collateral Obligor harmless from all expenses and losses which it may incur or suffer as a result of any payment it makes to Secured Party pursuant to this paragraph. Following and during the continuance of a Default, to facilitate the rights of Secured Party hereunder, Debtor hereby authorizes Secured Party, its officers, employees, agents or assigns:

(a) to notify Collateral Obligors of Secured Party's security interest in the Collateral and to collect all or any part of the Collateral without further notice to or further consent by Debtor, and Debtor hereby constitutes and appoints Secured Party the true and lawful attorney of Debtor (such agency being coupled with an interest), irrevocably, with power of substitution, in the name of Debtor or in its own name or otherwise, to take any of the actions described in the following clauses (b), (c), (d), (e), (f) and (g) after the occurrence and during the continuation of a Default;

(b) to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable under the Collateral and to settle and/or adjust all disputes and/or claims directly with any Collateral Obligor and to compromise, extend the time for payment, arrange for payment in installments, otherwise modify the terms of, or release, any of the Collateral, on such terms and conditions as Secured Party may determine (without thereby incurring responsibility to or discharging or otherwise affecting the liability of Debtor to Secured Party under this Mortgage or otherwise);

(c) to direct delivery of, receive, open and dispose of all mail addressed to Debtor and to execute, sign, endorse, transfer and deliver (in the name of Debtor or in its own name or otherwise) any and all receipts or other orders for the payment of money drawn on the Collateral and all notes, acceptances, commercial paper, drafts, checks, money orders and other instruments given in payment or in part payment thereof and all invoices, freight and express bills and bills of lading, storage receipts, warehouse receipts and other instruments and documents in respect of any of the Collateral and any other documents necessary to evidence, perfect and realize upon the security interests and obligations of this Mortgage;

(d) in its discretion to file any claim or take any other action or proceeding which Secured Party may deem necessary or appropriate to protect and preserve the rights, titles and interests of Secured Party hereunder;

(e) to sign the name of Debtor to financing statements, drafts against Collateral Obligors, assignments or verifications of any of the Collateral and notices to Collateral Obligors;

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(f) to station one or more representatives of Secured Party on Debtor's premises for the purpose of exercising any rights, benefits or privileges available to Secured Party hereunder or under any of the Loan Documents or at law or in equity, including receiving collections and taking possession of books and records relating to the Collateral; and

(g) to cause title to any or all of the Collateral to be transferred into the name of Secured Party or any nominee or nominees of Secured Party.

The powers conferred on Secured Party pursuant to this Section are conferred solely to protect Secured Party's interest in the Collateral and shall not impose any duty or obligation on Secured Party to perform any of the powers herein conferred. No exercise of any of the rights provided for in this Section shall constitute a retention of collateral in full or partial satisfaction of the indebtedness as provided for in the UCC.

Section 3.11 Standard of Care. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Debtor requests in writing, but failure of Secured Party to comply with such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Secured Party to take any action not so requested by Debtor shall be deemed a failure to exercise reasonable care in the custody or preservation of any such Collateral.

Section 3.12 Change Terms, Release Collateral. Secured Party may extend the time of payment, arrange for payment in installments, otherwise modify the terms of, or release, any of the Collateral, without thereby incurring responsibility to Debtor or discharging or otherwise affecting any liability of Debtor. Secured Party shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

Section 3.13 Reassignment. By Secured Party's acceptance of this Mortgage, it is understood and agreed that a full and complete release of this Mortgage shall operate as a full and complete termination of the security interests in the Collateral and Secured Party's rights and interests under this Article (subject to the automatic reinstatement provisions of Section 9.20 below).

## ARTICLE 4 MORTGAGOR'S COVENANTS

Section 4.1 Covenants for the Benefit of Mortgagee. To better secure the Debt, Mortgagor covenants and agrees with the Agent and his substitutes and successors in the Trust, for the use and benefit of Mortgagee and with the intent that the Agent, Mortgagee or both may enforce these covenants, that:

(a) Liens, etc. and Remedies Cumulative. No lien, assignment, security interest, guaranty, right or remedy in favor of Mortgagee granted in, secured by or ancillary to this Mortgage shall be considered as exclusive, but each shall be cumulative of all others which Mortgagee or the Agent may now or hereafter have.

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(b) Mortgagor Waives Marshalling of Assets and Sale in Inverse Order of Alienation Rights. Mortgagor hereby irrevocably WAIVES all rights of marshalling of assets or sale in inverse order of alienation in the event of foreclosure of this or any other security.

(c) Insurance Requirements. At all times before the final termination of this Mortgage, Mortgagor agrees to provide, maintain and keep in force title, casualty, liability, flood and other insurance for the Property as required by Section 7.01 of the Loan Agreement.

(d) Mortgagee's Rights to Collect Insurance Proceeds. Subject to the terms and provisions of the Loan Agreement, Mortgagor hereby assigns to Mortgagee the exclusive right to collect any and all monies that may become payable under any insurance policies covering any part of the Property, or any risk to or about the Property.

(e) Effects of Foreclosure on Insurance Policies and Post-foreclosure Event Claims. Foreclosure of this Mortgage shall automatically constitute foreclosure upon all policies of insurance insuring any part of or risk to the Property and all claims thereunder arising from post-foreclosure events. The successful bidder or bidders for the Property at foreclosure, as their respective interests may appear, shall automatically accede to all of Mortgagor's rights in, under and to such policies and all post-foreclosure event claims, and such bidder(s) shall be named as insured(s) on request, whether or not the trustee's deed or bill of sale to any such successful bidder mentions insurance.

(f) Application of Insurance Proceeds Collected Before Foreclosure. All proceeds of insurance which was paid for by Mortgagor or by anyone other than Mortgagee or another holder of any of the Debt and which proceeds are actually received by Mortgagee before foreclosure shall be applied in accordance with the provisions of the Loan Agreement.

(g) Application of Insurance Proceeds Collected After Foreclosure. Unless Mortgagee or Mortgagee's representative reserves at the foreclosure sale the right to collect any uncollected insurance proceeds recoverable for events occurring before foreclosure (in which event the successful bidder at the sale, if not Mortgagee, shall have no interest in such proceeds and Mortgagee shall apply them, if and when collected, to the Debt in such order and manner as Mortgagee shall then elect and remit any remaining balance to Mortgagor or to such other person or entity as is legally entitled to them), all proceeds of all such insurance which are not so reserved by Mortgagee at the foreclosure sale and are not actually received by Mortgagee until after foreclosure shall be the property of the successful bidder or bidders at foreclosure, as their interests may appear, and Mortgagor shall have no interest in them and shall receive no credit for them.

(h) Mortgagee Not Obligated to Require, Provide or Evaluate Insurance. Mortgagee shall have no duty to Mortgagor or anyone else to either require or provide any insurance or to determine the adequacy or disclose any inadequacy of any insurance.

(i) Mortgagee May Elect to Insure Only its Own Interests. If Mortgagee elects at any time or for any reason to purchase insurance relating to the Property, it shall have no obligation to cause Mortgagor or anyone else to be named as an insured, to cause Mortgagor's or anyone else's interests to be insured or protected or to inform Mortgagor or anyone else that his or its interests are uninsured or underinsured.

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(j) Mortgagor Will Correct Title Defects. If at any future time any defect should be found to exist in the title to any of the Property which is not a Permitted Encumbrance, Mortgagor agrees to promptly commence and thereafter diligently proceed to cure the defect and defend the title. If any lien or encumbrance junior, equal or superior in rank or priority to the lien of this Mortgage (which is not otherwise a Permitted Encumbrance) should be discovered or arise at any time in the future then, unless Mortgagee is the only holder of it, or Mortgagee has given specific prior written consent to it, Mortgagor agrees to promptly contest and discharge and remove such title defect from the Mortgaged Property. Mortgagor will notify Mortgagee in writing within five (5) days of the time that Mortgagor becomes aware of the filing of any mortgage, lien, security interest, financing statement or other security device whatsoever against the Property other than Permitted Title Exceptions.

(k) Mortgagor Will Correct Defects, Provide Further Assurances and Papers. Upon Mortgagee's request, Mortgagor will promptly correct any defect which hereafter may be discovered in the text, execution or acknowledgment of the Note, this Mortgage or any Loan Document or in the description of any of the Property, and will deliver such further assurances and execute such additional papers as in the opinion of Mortgagee or its legal counsel shall be necessary, proper or appropriate: (1) to better convey and assign to the Agent and Mortgagee all the Property intended or promised to be conveyed or assigned or (2) to properly evidence or give notice of the Debt or its intended or promised security. Notwithstanding the foregoing, no such documents of further assurance shall: (x) materially increase Mortgagor's or any Guarantor's obligations to Mortgagee under the Loan Documents; or (y) materially decrease or impair Mortgagor's or any Guarantor's rights under the Loan Documents

(l) Mortgagor Will Pay Taxes and Impositions and Furnish Receipts. At Mortgagor's own cost and expense, Mortgagor agrees to pay and discharge all taxes, assessments, maintenance charges, permit fees, impact fees, development fees, capital recovery charges, utility reservation and standby fees and all other similar and dissimilar impositions of every kind and character ("Impositions") charged, levied, assessed or imposed against any interest in any of the Property, as they become payable and before they become delinquent. Mortgagor agrees to furnish due proof of such payment to Mortgagee promptly after payment and before delinquency.

(m) Mortgagor to Pay Monthly Tax and Insurance Deposits on Request. If and after Mortgagee requests, Mortgagor agrees to pay the monthly tax and insurance premium deposits as and when required by Article 7 and to provide Mortgagee any additional sums needed to pay the taxes and insurance premiums for the Property when due.

(n) Mortgagor Will Maintain Property and Won't Remove Improvements. Mortgagor agrees to keep, preserve and maintain all elements of the Property in a good state of repair and condition and to keep all equipment and stores of supplies needed for its proper and full operation on the Property, well stocked and in good operating condition. Except as contemplated by the Loan Agreement, Mortgagor will not tear down, damage or attempt to remove, demolish or materially alter or enlarge any elements of the Property, or construct any new Improvements without Mortgagee's prior written consent, except for tenant finish out work under Leases not requiring Mortgagee's approval under the Loan Agreement. Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien, assignments and security interests of this Mortgage, such Fixtures and Equipment as from time to time become worn out or obsolete,

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provided that either (a) simultaneously with or before such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance and from any reservation of title, and by such removal and replacement Mortgagor shall be deemed to have subjected such equipment to the lien, assignments and security interests of this Mortgage or (b) any net cash proceeds received from such disposition shall be paid over promptly to Mortgagee to be applied to the Debt in the order determined by Mortgagee in its sole discretion. Except with respect to Permitted Encumbrances, Mortgagor shall not grant, join in or consent to any lien, security interest, easement, license, use or other charge or interest covering or affecting all or any part of the Property or initiate, join in and consent to the change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof without the prior written consent of Mortgagee.

(o) Mortgagor Will Protect Property from Mechanic's Liens. Subject to its right to contest such claims under Section 4.06(c) of the Loan Agreement, Mortgagor agrees to promptly pay all bills for labor and materials incurred in connection with the Property and to prevent the fixing of any lien against any part of the Property, even if it is inferior to this Mortgage, for any such bill which may be legally due and payable. Mortgagor agrees to furnish due proof of such payment to Mortgagee after payment and before delinquency.

(p) Mortgagee's Inspection and Discussion Rights. Mortgagor agrees to permit Mortgagee, Lender and their respective agents, representatives and employees at all reasonable times during normal business hours to go upon, examine, inspect and remain on the Mortgaged Property, to assist and cooperate, and require Mortgagor's employees, agents and contractors to cooperate, with Mortgagee and to furnish to Mortgagee on request all pertinent information concerning the physical and economic condition, development and operation of the Mortgaged Property. Mortgagee may discuss the Mortgaged Property directly with any of Mortgagor's officers and managers. Mortgagee's inspections of the Mortgaged Property shall be conducted in such a manner so as not to unreasonably disturb the operation and construction of the Property or the rights of any tenants in possession of the Mortgaged Property.

(q) Mortgagee May Grant Releases without Impairing Other Collateral or Rights. At all times, Mortgagee shall have the right to release any part of the Property or any other security from this Mortgage or any other security instrument or device without releasing any other part of the Property or any other security, without affecting Mortgagee's lien, assignment or security interest as to any property or rights not released and without affecting or impairing the liability of any maker, guarantor or surety on the Note or other obligation.

(r) Mortgagor Will Notify Mortgagee of Legal Proceedings and Defend Lien; Mortgagee May Act if Mortgagor Doesn't. Mortgagor will notify Mortgagee in writing promptly of the commencement of any legal proceedings affecting any part of the Property and will engage and pay legal counsel to answer and to defend and preserve Mortgagee's liens, rights and interests and their rank and priority. If Mortgagor fails or refuses to promptly begin or to diligently continue any such acts, then Mortgagee may elect to do so and may take such action in behalf of Mortgagor, in Mortgagor's name and at Mortgagor's expense.



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(s) If Mortgagor is not a Natural Person. If Mortgagor has represented to Mortgagee that Mortgagor is not a natural person, then it agrees to maintain its existence as such and to obtain and maintain all franchises and permits necessary for it continuously to be in good standing in the State of Illinois and in the state of its organization with full power and authority to conduct its regular business and to own and operate the Mortgaged Property until final termination of this Mortgage.

(t) Vendor's Lien and Purchase Money Security Interest. Mortgagor agrees that to the full extent that any of the proceeds of the Note have been or are paid or applied towards the purchase of any real or personal property, it shall be conclusively presumed to have been done at Mortgagor's special instance and request, and Mortgagor hereby acknowledges and recognizes the existence of a vendor's lien and a purchase money security interest in favor of Mortgagee against such property, as security for the Note in addition to and cumulative of the lien, assignments and security interest of this Mortgage, in the same manner in the case of real property as if an express vendor's lien and the superior title had been reserved in the deed from the seller of such property and expressly therein assigned by the seller to Mortgagee. Foreclosure under this Mortgage shall also constitute foreclosure of said vendor's lien or purchase money security interest.

(u) Sign. Pursuant to the Loan Agreement, Mortgagor will permit Mortgagee to be named on any signs which Mortgagor maintains on the Mortgaged Property.

(v) Legal Compliance, Governmental Notices. Mortgagor will operate the Property and conduct its business in full compliance with all requirements of governmental and quasi-governmental authorities having jurisdiction over Mortgagor or the Property and will comply with and punctually perform all of the covenants, agreements and obligations imposed upon it or the Property. Mortgagor will furnish to Mortgagee copies of notices and reports related to the Real Property received or sent by Mortgagor to or from each governmental and quasi-governmental authority within three (3) business days of the receipt or giving thereof.

(w) Perform Other Obligations. Subject to any contest rights of Mortgagor under the Loan Agreement, Mortgagor will pay punctually and discharge when due, or renew or extend, any debt incurred by it and will discharge, perform and observe the covenants, provisions and conditions to be performed, discharged and observed on the part of Mortgagor in connection therewith, or in connection with any agreement or other instrument relating thereto or in connection with any mortgage, pledge or lien existing at any time upon any of the property or assets of Mortgagor; provided, however, that nothing contained in this subsection shall require Mortgagor to pay, discharge, renew or extend any such indebtedness or to discharge, perform or observe any such covenants, provisions and conditions so long as Mortgagor shall be diligently and in good faith contesting any claims which may be asserted against it with respect to any such indebtedness or any such covenants, provisions and conditions and shall set aside on its books reserves with respect thereto deemed adequate by Mortgagee.

(x) Notice of Material Change. Immediately upon acquiring knowledge of any material adverse change in the assets, liabilities, financial condition, business, operations, affairs or circumstances of any Obligor, Mortgagor will notify Mortgagee in writing thereof, setting forth the nature of such change in reasonable detail. Mortgagor will take, and will cause to be taken, all such steps as are necessary or appropriate to remedy promptly any such change.

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(y) Notice of Default to Mortgagee. Immediately upon acquiring knowledge thereof, Mortgagor will notify Mortgagee by telephone (and confirm such notice in writing within two (2) days) of the existence of any Default, specifying the nature and duration thereof and what action Mortgagor has taken, is taking and proposes to take with respect thereto. In no event shall silence by Mortgagee be deemed a waiver of a default or of an Default. Mortgagor will take all such steps as are necessary or appropriate to remedy promptly any such default or Default.

(z) Notice of Condemnation and Other Proceedings. Immediately upon obtaining knowledge of any proceedings for the condemnation of the Property or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Mortgagor will notify Mortgagee in writing of the pendency of such proceedings. Subject to the terms of the Loan Agreement, Mortgagee may participate in any such proceedings, and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by it to permit such participation. Mortgagor shall, at its expense, diligently prosecute any such proceedings, and, subject to the terms of the Loan Agreement, shall consult with Mortgagee, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings.

(aa) Notice of Name or Address Change. Mortgagor will not change Mortgagor's name or the location of its address for notices (or residence if a natural person) without first notifying Mortgagee in writing of such change at least thirty (30) days before its effective date.

(bb) Additional Information. Mortgagor shall furnish to Mortgagee such information relating to the Property or Mortgagor's financial condition and affairs as may be required by any Loan Document.

(cc) Books. Mortgagor shall at all times maintain proper books of record and account in accordance with the Loan Agreement.

(dd) Manager. Mortgagor will, or will cause its managers to, do and perform any and all acts and things relating to the management, upkeep and operation of the Property as are customarily performed by managing agents and owners of properties comparable to the Property, similarly situated, and shall otherwise operate the Property, or cause the Property to be operated, in a first-class efficient manner and in accordance with all legal requirements and the terms and conditions of this Mortgage and the other Loan Documents. No management agreement shall be executed with any manager unless the manager and management agreement are previously approved in writing by Mortgagee.

Section 4.2 Mortgagor Agrees to Pay or Reimburse Mortgagee's Expenses. To the extent not prohibited by applicable law, Mortgagor will pay all costs and expenses and reimburse Mortgagee for any and all expenditures of every character incurred or expended from time to time, regardless of whether a Default shall have occurred, in connection with:

(a) the preparation, negotiation, documentation, closing, renewal, revision, modification, increase, review or restructuring of any loan or credit facility secured by this Mortgage, including legal, accounting, auditing, architectural, engineering and inspection services and disbursements, or in connection with collecting or attempting to enforce or collect the Note or this Mortgage.

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(b) Mortgagee's evaluating, monitoring, administering and protecting the Property.

(c) Mortgagee's creating, perfecting and realizing upon Mortgagee's security interest in and liens on the Property, and all costs and expenses relating to Mortgagee's exercising any of its rights and remedies under this Mortgage or any Loan Document or at law, including all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, title review and abstract fees, litigation report fees, UCC search fees, other fees and expenses incident to title searches, reports and security interests, escrow fees, attorneys' fees, legal expenses, court costs, other fees and expenses incurred in connection with any complete or partial liquidation of the Property, and all fees and expenses for any professional services relating to the Property or any operations conducted in connection with it.

Provided, that no right or option granted by Mortgagor to Mortgagee or otherwise arising pursuant to any provision of this Mortgage, the Note or any Loan Document shall be deemed to impose or admit a duty on Mortgagee to supervise, monitor or control any aspect of the character or condition of the Property or any operations conducted in connection with it for the benefit of Mortgagor or any person or entity other than Mortgagee.

## ARTICLE 5 DEFAULTS AND REMEDIES

Section 5.1 Release for Full Payment and Performance. Subject to the automatic reinstatement provisions of Section 9.20 below, this Mortgage shall terminate and be of no further force or effect (and shall be released on Mortgagor's written request and at Mortgagor's cost and expense) upon full payment of the Debt, complete performance of all of the obligations of the Obligors under the Loan Documents and final termination of Mortgagee's obligations--if any--to make any further advances under the Note or to provide any other financial accommodations to any Obligor.

Section 5.2 Events of Default. The occurrence of any "Default" under the Loan Agreement shall constitute a Default (herein so called) under this Mortgage.

Section 5.3 Remedies. Upon the occurrence of any Default, and at any time thereafter:

(a) Debt Due. All Debt in its entirety shall, at the option of Mortgagee, become immediately due and payable without presentment, demand, notice of intention to accelerate or notice of acceleration, or other notice of any kind, all of which are hereby expressly WAIVED, and the liens and security interests created or intended to be created hereby shall be subject to foreclosure, repossession and sale in any manner provided for herein or provided for by law, as Mortgagee may elect, and Mortgagee may exercise any and all of its rights under this Mortgage, the Note and any of the other Loan Documents.

(b) Legal Proceedings. Agent and Mortgagee shall have the right and power to proceed by suit or suits in equity or at law, whether for the specific performance of any covenant or agreement of Mortgagor contained herein or in aid of the execution of the powers herein granted, or for foreclosure or the sale of the Property or any part thereof under the judgment or decree of any court of competent jurisdiction, or for the enforcement of any other appropriate legal or equitable remedy.

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(c) Appointment of Receiver. Upon the occurrence of a Default or at any time after commencement of a Agent's foreclosure sale or any legal proceedings under this Mortgage, Mortgagee may, at Mortgagee's election and by or through the Agent or otherwise, make application to a court of competent jurisdiction for appointment of a receiver of the Property, as a matter of strict right, without notice to Mortgagor and without regard to the adequacy of the value of the Property for the repayment of the Debt, and Mortgagor hereby irrevocably consents to such an appointment. Any receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to possess, rent, maintain, repair and operate the Property upon such terms and conditions as may be approved by the court, and shall apply the rents realized in the same manner and order as foreclosure proceeds in accordance with Section 5.4.

(d) Illinois Mortgage Foreclosure Law. If any provisions of this Mortgage are inconsistent with any applicable provisions of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et. seq., as amended from time to time (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 fairly be construed in a manner consistent with the Act. Without in any way limiting or restricting any of the Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act. If any provision of this Mortgage shall grant to the Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than the rights that would otherwise be vested in the Mortgagee under the Act in the absence of said provision, the Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Illinois Act to the fullest extent permitted by law. Without limiting the generality of the foregoing, in order to afford the Mortgagee the benefits of the Act and otherwise bring this Mortgage into conformity with the Act, it is agreed as follows:

(1) Inclusion of Various Advances All advances, disbursements and expenditures (collectively "advances," made by the Mortgagee before and during a foreclosure and at any time prior to sale, and where applicable after sale, for the following purposes, with interest thereon at the rate set forth in the Loan Agreement, in addition to those otherwise authorized by this Mortgage, the Loan Agreement or by the Act, shall have the benefit of all applicable provisions of the Act, including, without limitation, those provisions set forth below.

(i) All advances by the Mortgagee in accordance with the terms of this Mortgage to: (1) preserve or restore the Collateral or (2) preserve the lien of this Mortgage or its priority:

(ii) Payments of Collateral, when due, installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; when due installments of real estate taxes and other impositions; other obligations authorized by this Mortgage; or, with applicable court approval any other amounts in connection with any other liens, encumbrances or interest reasonably necessary to preserve the status of title, all as referred to in §15-1505 of the Act;

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(iii) Attorney's fees and other costs incurred in connection with the foreclosure of this Mortgage as referred to in §1504(d)(2) and 15-1510 of the Act;

(iv) the Mortgagee's fees and costs arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in §15-508(b)(1) of the Act;

(v) Advances by the Mortgagee of insurance premiums;

(vi) Payment of all of the Mortgagee's expenditures and expenses made in accordance with §1504(b)(2) of the Act; and

(vii) Expenses deductible from proceeds of sale referred to in §15-1512(a) and (b) of the Act.

(2) The foregoing advances shall, except to the extent, if any, clearly contrary to the Act apply to:

(i) determination of the amount of indebtedness secured by this Mortgage;

(ii) determination of amounts deductible from sale proceeds pursuant to §15-1512 of the Act;

(iii) application of income in the hands of any receiver or mortgagee in possession; and

(iv) computation of any deficiency judgment.

Section 5.4 Application of Foreclosure Sale Proceeds The proceeds of any sale of the Mortgaged Property, and any rents and other amounts collected by Mortgagee from Mortgagee's holding, leasing, operating or making any other use of the Mortgaged Property, shall be applied by Mortgagee (or by the receiver, if one is appointed) to the extent that funds are available therefrom in the following order of priority:

(a) To Expenses and Senior Obligation Payments. First, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, maintaining, using, leasing, repairing, equipping, manning, improving, marketing and selling it, including (i) trustees' and receivers' fees, (ii) court costs, (iii) attorneys' and accountants' fees, (iv) costs of advertisement and brokers' commissions and (v) payment of any and all Impositions, liens, security interests or other rights, titles or interests superior to the lien and security interest of this Mortgage, whether or not then due and including any prepayment penalties or fees and any accrued or required interest (except, in the case of foreclosure proceeds, those senior liens and security interests, if any, subject to which the Mortgaged Property was sold at such trustee's sale, and without in any way implying Mortgagee's consent to the creation or existence of any such prior liens);

(b) To Other Obligations Owed to Mortgagee or Lenders. Second, to the payment of all amounts, other than the principal balance and accrued but unpaid interest, which may be due to

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Mortgagee or the Lenders under the Note or any other Loan Document, together with interest thereon as provided therein;

(c) To Accrued Interest on the Debt. Third, to the payment of all accrued but unpaid interest due on the Debt;

(d) To Debt Principal. Fourth, to the payment of the principal balance on the Debt and the principal owing under this Mortgage and any other Loan Document, irrespective of whether then matured, and if it is payable in installments and not matured, then to the installments in such order as Mortgagee shall elect;

(e) To Junior Lienholders. Fifth, to the extent funds are available therefor out of the sale proceeds or any rents and, to the extent known by Mortgagee, to the payment of any debt or obligation secured by a subordinate mortgage on or security interest in the Mortgaged Property; and

(f) To Mortgagor. Sixth, to Mortgagor, its successors and assigns, or to whomsoever may be lawfully entitled to receive such proceeds.

Section 5.5 Mortgagee May Require Abandonment and Recommencement of Sale. If the Agent or his substitute or successor should commence the sale, Mortgagee may at any time before the sale is completed direct the Agent to abandon the sale, and may at any time or times thereafter direct the Agent to again commence foreclosure; or, irrespective of whether foreclosure is commenced by the Agent, Mortgagee may at any time after a Default institute suit for collection of the Debt or foreclosure of this Mortgage. If Mortgagee should institute suit for collection of the Debt or foreclosure of this Mortgage, Mortgagee may at any time before the entry of final judgment dismiss it and require the Agent to sell the Mortgaged Property in accordance with the provisions of this Mortgage.

Section 5.6 Multiple Sales; Mortgage Continues in Effect. No single sale or series of sales by the Agent or by any substitute or successor and no judicial foreclosure shall extinguish the lien or exhaust the power of sale under this Mortgage except with respect to the items of property sold, nor shall it extinguish, terminate or impair Mortgagor's contractual obligations under this Mortgage, but such lien and power shall exist for so long as, and may be exercised in any manner by law or in this Mortgage provided as often as the circumstances require to give Mortgagee full relief under this Mortgage, and such contractual obligations shall continue in full force and effect until final termination of this Mortgage.

Section 5.7 Mortgagee and Lenders May Bid and Purchase. Mortgagee or any Lender shall have the right to become the purchaser at any sale made under this Mortgage, being the highest bidder, and credit given upon all or any part of the Debt shall be the exact equivalent of cash paid for the purposes of this Mortgage. In any such sale, each Lender, if bidding for its own account or for its own account and the accounts of other Lenders, is prohibited from including in the amount of its bid an amount to be applied as a credit against its Note or the Notes of the other Lender; instead, such Lender must bid in cash only; provided that this provision is for the sole benefit of Mortgagee and Lenders and shall not inure to the benefit of Mortgagor. However, in any such public or private sale, Mortgagee may (but shall not be obligated to) submit a bid for all Lenders (including itself) in the form of a credit against the Indebtedness owed to all of Lenders, and Mortgagee or its designee

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may (but shall not be obligated to) accept title to property purchased at such sale for and on behalf of all Lenders.

Section 5.8 Waivers by the Mortgagor. The Mortgagor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Mortgage Property, (b) all rights of redemption, valuation, appraisal, homestead, moratorium, exemption, extension, stay of execution, notice of election to mature or declare due the whole of the Debt in the event of foreclosure of the liens hereby created, (c) all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Illinois pertaining to the rights and remedies of sureties, (d) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Debt, and (e) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights and equities of and/or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness. The Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided herein. The Mortgagee shall have the right to determine the order in which any or all portions of the Debt are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Mortgaged Property, voluntarily and knowingly hereby: acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either Agricultural real estate (as defined in the Act), or Residential real estate (as defined in the Act).

Section 5.9 Remedies Cumulative. Each of the remedies provided herein are cumulative and not inclusive of any remedies provided by (a) law or (b) any of the other Loan Documents.

Section 5.10 Tenants at Will. Mortgagor agrees for itself and its heirs, legal representatives, successors and assigns, that if any of them shall hold possession of the Property or any part thereof subsequent to foreclosure hereunder, Mortgagor, or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for rental on said premises, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

Section 5.11 Lifting of Automatic Stay. In the event that Mortgagor or any other Obligor is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or similar

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proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Mortgagee is entitled to the automatic and absolute lifting of any automatic stay as to the enforcement of its remedies under the Loan Documents against the security for the Debt, including specifically the stay imposed by Section 362 of the United States Federal Bankruptcy Code, as amended. Mortgagor hereby consents to the immediate lifting of any such automatic stay, and will not contest any motion by Mortgagee to lift such stay. Mortgagor expressly acknowledges that (a) there is no equity in the security for the Debt after consideration of the amounts owed Mortgagee and (b) the security for the Debt is not now and will never be necessary to any plan of reorganization of any type.

## ARTICLE 6

### MORTGAGEE'S RIGHT TO PERFORM MORTGAGOR'S OBLIGATIONS

Section 6.1 Mortgagee May Elect to Perform Defaulted Obligations. If Mortgagor should fail to comply with any of its agreements, covenants or obligations under this Mortgage, the Note, or any other Loan Document, then Mortgagee (in Mortgagor's name or in Mortgagee's own name) may perform them or cause them to be performed for Mortgagor's account and at Mortgagor's expense, but shall have no obligation to perform any of them or cause them to be performed. Any and all expenses thus incurred or paid by Mortgagee shall be Mortgagor's obligations to Mortgagee due and payable on demand, and each shall bear interest from the date of such demand until the date Mortgagor repays it to Mortgagee, at the maximum nonusurious rate of interest from time to time permitted by whichever of applicable Illinois or federal law from time to time permits the higher nonusurious interest rate (the "Maximum Rate"), or, only if applicable law imposes no maximum nonusurious rate, then at the same rate as is provided for in the Note for interest on past due principal (the "Default Rate"). Upon making any such payment or incurring any such expense, Mortgagee shall be fully and automatically subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts owing by Mortgagor to Mortgagee pursuant to this or any other provision of this Mortgage shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt. The amount and nature of any such expense and the time when it was paid shall be fully established by the affidavit of Mortgagee or any of Mortgagee's officers or agents or by the affidavit of any original, substitute or successor Agent acting under this Mortgage. Without notice to Mortgagor or any other person or entity, the Maximum Rate and the Default Rate shall automatically fluctuate upward and downward as and in any amount by which the maximum nonusurious rate of interest permitted by such applicable law and the rate of interest as provided for in the Note for interest on past due principal fluctuate, respectively.

Section 6.2 Exercise of Rights is not Waiver or Cure of Default. The exercise of the privileges granted to Mortgagee in this Article shall in no event be considered or constitute a cure of the default or a waiver of Mortgagee's right at any time after a Default to declare the Debt to be at once due and payable, but is cumulative of such right and of all other rights given by this Mortgage, the Note and the Loan Documents and of all rights given Mortgagee by law.

## ARTICLE 7

### TAX AND INSURANCE DEPOSITS



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In addition to the Debt payments, if an uncured Default exists and is continuing, then unless a sufficient reserve for the payment thereof has previously been established with Mortgagee, promptly after Mortgagee requests it, Mortgagor agrees to deposit with Mortgagee each month an amount equal to one-twelfth (1/12) of the aggregate of (i) the next succeeding premiums (or payments in respect of them, if premiums are financed) on all insurance policies (other than policies for commercial general liability insurance) which Mortgagor is required by or pursuant to this Mortgage to maintain on the Property, and (ii) the amount of the next succeeding annual tax payments, assessment installments and other Impositions to become due and payable with respect to the Property, as estimated by Mortgagee, plus, with the first of such monthly deposits, an additional month's share (a twelfth) of such premiums and taxes for each month less than twelve remaining before the next payment thereof falls due. At least fifteen (15) days before the date on which any such insurance premium (or payment in respect of it, if premiums are financed) or any of the Impositions must be paid to avoid delinquency, promptly after Mortgagee's request, Mortgagor agrees to deliver to Mortgagee a statement or statements showing the amount of the premium (or payment in respect of it, if premiums are financed) or Impositions required to be paid and the name and mailing address of the concern or authority to which it is payable and, at the same time, Mortgagor agrees to deposit with Mortgagee such amounts as will, when added to the amount of such deposits previously made and then remaining available for the purpose, be sufficient to pay such insurance obligations or Impositions. Mortgagee will apply such deposits in payment of such insurance obligations and Impositions.

## ARTICLE 8 ASSIGNMENT OF RENTS

Section 8.1 Assignment of Rents, Revenues, Income and Profits. Mortgagor hereby assigns and transfers to Mortgagee all rents, revenues, income and profits ("Rental") payable under each Lease (hereinafter defined) now or at any time hereinafter existing, such assignment being upon the terms set forth in Section 8.2 below. The term "Lease" or "Leases" means any oral or written agreement between Mortgagor and another person or entity to use or occupy all or any portion of the Property, together with any guaranties or security for the obligations of any tenant, lessee, sub-lessee or other person or entity having the right to occupy, use or manage any part of the Property under a Lease. Each time Mortgagor enters into a Lease, such Lease shall automatically become subject to this Article without further action.

Section 8.2 Assignment is Absolute; Grant of Revocable License to Mortgagee to Collect Rental before a Default. The transfer of Rental to Mortgagee shall be upon the following terms: (a) until receipt from Mortgagee of notice of the occurrence of a Default, Mortgagor shall have the right under a retained and reserved license (but limited as provided herein) to: (i) exercise all of the rights of the landlord under Leases and perform all of the obligations of the landlord under the Leases (subject to the restrictions of the Loan Documents); and (ii) collect Rental and each tenant may pay Rental directly to Mortgagor; but after a Default, Mortgagor's license shall automatically terminate and be revoked and to the extent Mortgagor collects any Rental thereafter accruing or paid, Mortgagor covenants to hold all such Rental in trust for the use and benefit of Mortgagee; (b) upon receipt from Mortgagee of notice that a Default exists, each tenant is hereby authorized and directed to pay directly to Mortgagee all Rental thereafter accruing or payable and receipt of Rental by Mortgagee shall be a release of such tenant to the extent of all amounts so paid; (c) Rental so received by Mortgagee shall be applied by Mortgagee, first to the expenses, if any, of collection and

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then in accordance with Section 5.4 hereof; (d) without impairing its rights hereunder, Mortgagee may, at its option, at any time and from time to time, release to Mortgagor Rental so received by Mortgagee, or any part thereof; (e) Mortgagee shall not be liable for its failure to collect or its failure to exercise diligence in the collection of Rental, but shall be accountable only for Rental that it shall actually receive; and (f) the assignment contained in this Article shall terminate upon the release of this Mortgage, but no tenant shall be required to take notice of termination until a copy of such release shall have been delivered to such tenant. As between Mortgagee and Mortgagor, and any person claiming through or under Mortgagor, other than any tenant who has not received notice that a Default has occurred pursuant to Section 8.2, the assignment contained in this Article is intended to be absolute, unconditional and presently effective and the provisions of Sections 8.2 are intended solely for the benefit of each tenant and shall never inure to the benefit of Mortgagor or any person claiming through or under Mortgagor, other than a tenant who has not received such notice. It shall never be necessary for Mortgagee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Article. It is agreed that any Rental retained and reserved by Mortgagor pursuant to the aforementioned license will not constitute a payment by Mortgagor to Mortgagee of any portion of the Debt (and hence will not be credited to the Debt) until the Rental is actually paid to Mortgagee and retained by Mortgagee and then, in such event, the Rental so received shall be applied in accordance with Section 5.4.

Section 8.3 Remedies. Should a Default occur and be continuing, Mortgagor agrees to deliver to Mortgagee possession and control of all Rental held by Mortgagor in trust for the benefit of Mortgagee. Mortgagor specifically agrees that Mortgagee may upon the occurrence of any Default or at any time thereafter, personally or through an agent selected by Mortgagee, take--or have the Agent take--possession and control of all or any part of the Property and may receive and collect all Rental theretofore accrued and all thereafter accruing therefrom until the final termination of this Mortgage or until the foreclosure of the lien of this Mortgage, applying so much thereof as may be collected before sale of the Property by the Agent or judicial foreclosure of this Mortgage first to the expenses of Mortgagee incurred in obtaining the Rental and then applying the Rental so received in accordance with the provisions of Section 5.4 hereof. Any such action by Mortgagee shall not operate as a waiver of the Default in question, or as an affirmation of any Lease or of the rights of any tenant in the event title to that part of the Property covered by the Lease or held by the tenant should be acquired by Mortgagee or other purchaser at foreclosure sale. Mortgagee, Mortgagee's agent or the Agent may use against Mortgagor or any other person such lawful or peaceable means as the person acting may see fit to enforce the collection of any such Rental or to secure possession of the Property, or any part of it and may settle or compromise on any terms as Mortgagee, Mortgagee's agent or the Agent sees fit, the liability of any person or persons for any such Rental. In particular, Mortgagee, Mortgagee's agent or the Agent may institute and prosecute to final conclusion actions of forcible entry and detainer, or actions of trespass to try title, or actions for damages, or any other appropriate actions, in the name of Mortgagee, Mortgagor, or the Agent, and may settle, compromise or abandon any such actions as Mortgagee, Mortgagee's agent or the Agent may see fit; and Mortgagor binds itself and its successors and assigns to take whatever lawful or peaceable steps Mortgagee, Mortgagee's agent or the Agent may ask of it or any such person or concern so claiming to take for such purposes, including the institution and prosecution of actions of the character above stated. However, neither Mortgagee, Mortgagee's agent nor the Agent shall be obligated to collect any such Rental or be liable or chargeable for failure to do so. Upon any sale of the Property or any part thereof in foreclosure of the lien or security interest created by this Mortgage, such Rental so sold which thereafter accrues shall be deemed included in such sale and

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shall pass to the purchaser free and clear of the assignment made in this Article. Nothing in this Section is intended to require Mortgagee to institute any legal proceedings or engage in any self help remedies in order to make the absolute assignment of the Rental to Mortgagee operative.

Section 8.4 Mortgagee in Possession; No Liability of Mortgagee. Mortgagee's acceptance of this assignment shall not, before entry upon and taking possession of the Property by Mortgagee, be deemed to constitute Mortgagee a "mortgagee in possession," nor obligate Mortgagee to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses or perform any obligation or liability under the Leases, or assume any obligation under the Leases including the obligation to return any deposit delivered to Mortgagor by any tenant. Mortgagee shall not be liable for any injury or damage to person or property in or about the Property. Neither the collection of Rental due under the Leases herein described nor possession of the Property by Mortgagee shall render Mortgagee liable with respect to any obligations of Mortgagor under any of the Leases.

Section 8.5 Additional Covenants, Warranties and Representations Concerning Leases and Rental. Except as otherwise disclosed to Mortgagee in writing, Mortgagor covenants, warrants and represents that:

(a) Mortgagor has not entered into any prior oral or written assignment, pledge or reservation of the Rental, entered into any prior assignment or pledge of Mortgagor's landlord interests in any Lease or performed any act or executed any other instruments which might prevent or limit Mortgagee from operating under the terms and conditions of this Article;

(b) Except for the Anchor Lease (as defined in the Loan Agreement) there are no existing Leases;

(c) [Intentionally Deleted]; and

(d) Mortgagor shall comply at all times with the requirements of Section 4.07 of the Loan Agreement with respect to any Leases and Rental.

Section 8.6 Merger. There shall be no merger of the leasehold estates created by the Leases with the fee or any other estate in the Property without the prior written consent of Mortgagee.

Section 8.7 Reassignment. By Mortgagee's acceptance of this Mortgage, it is understood and agreed that a full and complete release of this Mortgage shall operate as a full and complete reassignment to Mortgagor of Mortgagee's rights and interests under this Article (subject to the automatic reinstatement provisions of Section 9.20 below).

Section 8.8 Subordination of Mortgage to Leases. It is agreed and understood that Mortgagee hereby reserves the right and shall have the right, at any time and from time to time, without the consent or joinder of any other party, to subordinate this Mortgage and the liens, assignments and security interests created by this Mortgage to all or any of the Leases regardless of the respective priority of any of such Leases and this Mortgage. Upon doing so and filing evidence of such subordination in the real property records in the county or counties where the Real Property is located, a foreclosure of Mortgagee's liens, assignments and security interests under this

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Mortgage shall be subject to and shall not operate to extinguish any of said Leases as to which such subordination is operative.

## ARTICLE 9 GENERAL AND MISCELLANEOUS PROVISIONS

Section 9.1 Debt May be Changed without Affecting this Mortgage. Subject to the terms of the Loan Agreement, any of the Debt may be extended, rearranged, renewed, increased or otherwise changed in any way, and any part of the security described in this Mortgage or any other security for any part of the Debt may be waived or released without in anyway altering or diminishing the force, effect or lien of this Mortgage, and the lien, assignment and security interest granted by this Mortgage shall continue as a prior lien, assignment and security interest on all of the Property not expressly so released, until the final termination of this Mortgage.

Section 9.2 Security is Cumulative. No other security now existing or hereafter taken to secure any part of the Debt or the performance of any obligation or liability whatever shall in any manner affect or impair the security given by this Mortgage. All security for any part of the Debt and the performance of any obligation or liability shall be taken, considered and held as cumulative.

Section 9.3 Usury Not Intended; Savings Provisions. Notwithstanding any provision to the contrary contained in any Loan Document, it is expressly provided that in no case or event shall the aggregate of any amounts accrued or paid pursuant to this Mortgage which under applicable laws are or may be deemed to constitute interest ever exceed the maximum nonusurious interest rate permitted by applicable Texas or federal laws, whichever permit the higher rate. In this connection, Mortgagor, Mortgagee and Lenders stipulate and agree that it is their common and overriding intent to contract in strict compliance with applicable usury laws. In furtherance thereof, none of the terms of this Mortgage shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted by applicable laws. Mortgagor shall never be liable for interest in excess of the maximum rate permitted by applicable laws. If, for any reason whatever, such interest paid or received during the full term of the applicable indebtedness produces a rate which exceeds the maximum rate permitted by applicable laws, Mortgagee shall credit against the principal of such indebtedness (or, if such indebtedness shall have been paid in full, shall refund to the payor of such interest) such portion of said interest as shall be necessary to cause the interest paid to produce a rate equal to the maximum rate permitted by applicable laws. All sums paid or agreed to be paid to Mortgagee and Lenders for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of the applicable indebtedness, so that the interest rate is uniform throughout the full term of such indebtedness. The provisions of this Section shall control all agreements, whether now or hereafter existing and whether written or oral, between Mortgagor, Mortgagee and Lenders.

Section 9.4 Mortgagor Waives All Stay, Extension, Appraisal and Redemption Rights. Mortgagor will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any stay or extension law now or at any time hereafter in force in any locality where the Property or any part thereof may or shall be situated, nor will Mortgagor claim, take or insist on any benefit or advantage from any law now or hereafter in force providing for the valuation or appraisal of the Property or any part thereof before any sale or sales thereof to be

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made pursuant to any provision of this Mortgage, or to decree of any court of competent jurisdiction, nor after any such sale or sales made pursuant to any provision of this Mortgage, or to decree of any court of competent jurisdiction, nor after any such sale or sales will Mortgagor claim or exercise any right conferred by any law now or at any time hereafter in force to redeem the property so sold or any part of it, and Mortgagor hereby WAIVES all benefit and advantage of any such law or laws and WAIVES the appraisal of the Property or any part of it and covenants that Mortgagor will not hinder, delay or impede the execution of any power in this Mortgage granted and delegated to the Agent or Mortgagee, but that Mortgagor will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

Section 9.5 Subrogation to Liens Discharged. Mortgagor hereby agrees that Mortgagee and Lenders shall be subrogated to all rights, titles, interests, liens, benefits, remedies, equities, superior title and security interests (the "Subrogated Liens") owned, claimed or held as security for any debt or other obligation (the "Discharged Obligations") directly or indirectly satisfied, discharged or paid with money or other property advanced by Mortgagee and Lenders. Irrespective of any formal or informal acknowledgment of partial or complete satisfaction or release of the Discharged Obligations, the Subrogated Liens shall be continued, renewed, extended, brought forward and rearranged as security for the Debt in addition to and cumulative of the lien and security interest of this Mortgage. Foreclosure under this Mortgage shall constitute foreclosure of the Subrogated Liens.

Section 9.6 Construction Mortgage. If funds are to be advanced by Mortgagee and Lenders against the Note as construction progresses on the Real Property, then this is a construction mortgage, as such term is defined in Section 9-334(h) of the UCC, and such funds are to be used to pay the costs of such construction, which may with the express prior written consent of Mortgagee include the acquisition costs of the Real Property.

Section 9.7 Due on Sale. Mortgagor agrees that if, without Mortgagee's prior written consent, (a) except for Permitted Transfers (as defined in the Loan Agreement), any part of the Property or any interest in the Property should be directly or indirectly transferred, conveyed or mortgaged, voluntarily or involuntarily, absolutely or as security, and (b) except for Permitted Transfers, any transfer of any interest in Mortgagor or any partner of Mortgagor in violation of the Loan Agreement shall occur, Mortgagee shall have the right and option (except only in those circumstances, if any, where the exercise of such right is expressly prohibited by applicable law and such law also precludes Mortgagor from effectively waiving such prohibition) to declare the Note or the entire amount of the Debt to be due and payable. Mortgagee shall have such right and option absolutely and irrespective of whether or not the transfer, conveyance or mortgage would or might (i) diminish the value of any security for the Debt, (ii) increase the risk of default under this Mortgage, (iii) increase the likelihood of Mortgagee's having to resort to any security for the Debt after default or (iv) add or remove the liability of any person or entity for payment of the Debt or performance of any covenant or obligation under this Mortgage. To exercise such right and option, Mortgagee shall give written notice to Mortgagor and to the person or entity to whom such property was transferred, conveyed or mortgaged that the Note or Debt has been declared due and payable and that Mortgagee demands that its maker pay it. If Mortgagee's consent to a proposed transfer, conveyance or mortgaging is requested, Mortgagee shall have the right (in addition to its absolute right to refuse to consent to any such transaction) to condition its consent upon satisfaction of any one or more of the following requirements: (1) that the interest rate(s) on all or any part of the Debt

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be increased to a rate which is then acceptable to Mortgagee; (2) that a reasonable transfer fee, in an amount determined by Mortgagee, be paid; (3) that a principal amount deemed appropriate by Mortgagee be paid against the Debt to reduce to a level which is then acceptable to Mortgagee the ratio that the outstanding balance of the Debt bears to the value of the Property as determined by Mortgagee; (4) that Mortgagor and each proposed transferee execute an assumption agreement and such other instruments as Mortgagee or its counsel shall reasonably require and in form and substance satisfactory to Mortgagee and its counsel; (5) that the proposed transferee's creditworthiness and experience in owning and operating similar properties be demonstrable and proven to Mortgagee's reasonable satisfaction to be at least as good as Mortgagor's and Mortgagor's managers' at the time the Note was first funded; (6) that the liability to Mortgagee and Lenders of Mortgagor and all makers and guarantors of all or any part of the Debt will be confirmed by them in writing to be unaffected and unimpaired by such transfer, conveyance or mortgaging and (7) that any existing or proposed junior mortgagee expressly subordinate to all liens and security interests securing the Debt as to both lien and payment right priority and consent to the proposed transaction in a writing addressed to Mortgagee.

Section 9.8 Condemnation. If before final termination of this Mortgage, all or a portion of the Property is taken for public or quasi-public purposes, either through eminent domain or condemnation proceedings, by voluntary conveyance under threat of condemnation with Mortgagee's express written consent and joinder or otherwise, Mortgagor hereby agrees that any and all sums of money awarded or allowed as damages, payments in lieu of condemnation awards or otherwise to or for the account of the owner of the Property or any portion of it on account of such taking shall be paid and delivered to Mortgagee, and they are hereby assigned to Mortgagee for the ratable benefit of Lenders, and shall be paid directly to Mortgagee, all in accordance with the terms and conditions set forth in the Loan Agreement.

Section 9.9 Notices. Except where certified or registered mail notice is required by applicable law, service of any notice to Mortgagor required or permitted under this Mortgage shall be completed in the manner provided in the Loan Agreement.

Section 9.10 Mortgagee and Mortgagor. The term "Mortgagee" as used in this Mortgage shall mean and include the administrative agent under the Loan Agreement and the holder or holders of the Debt from time to time, and upon acquisition of the Debt by any holder or holders other than the named Mortgagee, effective as of the time of such acquisition, the term "Mortgagee" shall mean all of the then holders of the Debt, to the exclusion of all prior holders not then retaining or reserving an interest in the Debt from time to time, whether such holder acquires the Debt through succession to or assignment from a prior Mortgagee. The term "Mortgagor, its successors and assigns" shall also include the heirs and legal representatives of each Mortgagor who is a natural person and the receivers, conservators, custodians and trustees of each Mortgagor, provided that no Mortgagor may assign or delegate any of its or his rights, interests or obligations under this Mortgage, the Note or any Loan Document without Mortgagee's express prior written consent, and any attempted assignment or delegation without it shall be void or voidable at Mortgagee's election.

Section 9.11 Article, Section and Exhibit References, Numbers and Headings. References in this Mortgage to Articles, Sections and Exhibits refer to Articles, Sections and Exhibits in and to this Mortgage unless otherwise specified. The Article and Section numbers, Exhibit designations

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and headings used in this Mortgage are included for convenience of reference only and shall not be considered in interpreting, applying or enforcing this Mortgage.

Section 9.12 Exhibits Incorporated. All exhibits, annexes, appendices and schedules referred to any place in the text of this Mortgage are hereby incorporated into it at that place in the text, to the same effect as if set out there verbatim.

Section 9.13 "Including" is not Limiting. Wherever the term "including" or a similar term is used in this Mortgage, it shall be read as if it were written, "including by way of example only and without in any way limiting the generality of the clause or concept referred to."

Section 9.14 Gender. The masculine and neuter pronouns used in this Mortgage each includes the masculine, feminine and neuter genders.

Section 9.15 Severability. If any provision of this Mortgage is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Mortgage shall not be affected thereby, and this Mortgage shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Mortgage is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Mortgagee for having bargained for and obtained it.

Section 9.16 Any Unsecured Debt is Deemed Paid First. If any part of the Debt cannot lawfully be secured by this Mortgage, or if the lien, assignments and security interest of this Mortgage cannot be lawfully enforced to pay any part of the Debt, then and in either such event, at the option of Mortgagee, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.

Section 9.17 Noun, Pronoun and Verb Numbers. When this Mortgage is executed by more than one person, corporation, partnership, joint venture, trust or other legal entity, it shall be construed as though "Mortgagor" were written "Mortgagors" and as though the pronouns and verbs in their number were changed to correspond, and in such case, (a) each of Mortgagors shall be bound jointly and severally with one another to keep, observe and perform the covenants, agreements, obligations and liabilities imposed by this Mortgage upon the "Mortgagor", (b) a release of one or more persons, corporations or other legal entities comprising "Mortgagor" shall not in any way be deemed a release of any other person, corporation or other legal entity comprising "Mortgagor" and (c) a separate action hereunder may be brought and prosecuted against one or more of the persons, corporations or other legal entities comprising "Mortgagor" without limiting any liability of or impairing Mortgagee's right to proceed against any other person, corporation or other legal entity comprising "Mortgagor".

Section 9.18 Loan Agreement Controls. Any capitalized term used herein, but not specifically defined herein, shall have the meaning give to such terms in the Loan Agreement. Further, in the event the terms of this Mortgage shall conflict with the terms of the Loan Agreement, the terms of the Loan Agreement shall control in all instances.

Section 9.19 Household Goods Not Covered. If Mortgagee is a state or national bank and if any natural person executing this Mortgage is a "consumer" as defined in Regulation AA of the

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Board of Governors of the Federal Reserve System, no lien or security interest created or evidenced by this Mortgage shall extend to, cover or affect "household goods" as also defined therein and no waiver of the rights of Mortgagor contained in this or any other instrument shall extend to, or be effective as to, any right the waiver of which is prohibited by Regulation AA. If Mortgagee is not a state or national bank and if any natural person executing this Mortgage is a "consumer" as defined in 16 C.F.R. § 444.1(d), as amended, no lien or security interest created or evidenced by this Mortgage shall extend to, cover or affect "household goods" as defined in 16 C.F.R. § 444.1(a), as amended and no waiver of the rights of Mortgagor contained in this or any other instrument shall extend to, or be effective as to, any right the waiver of which is prohibited by 16 C.F.R. § 444.

Section 9.20 Payments Returned. Mortgagor agrees that, if at any time all or any part of any payment previously applied by Mortgagee or any Lender to the Debt is or must be returned by Mortgagee or any Lender--or recovered from Mortgagee or any Lender--for any reason (including the order of any bankruptcy court), this Mortgage shall automatically be reinstated to the same effect as if the prior application had not been made, and, in addition, Mortgagor hereby agrees to indemnify Mortgagee and Lenders against, and to save and hold Mortgagee and Lenders harmless from any required return by Mortgagee or any Lender--or recovery from Mortgagee or any Lender--of any such payment because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

Section 9.21 Amendments in Writing. This Mortgage shall not be changed orally but shall be changed only by agreement in writing signed by Mortgagor and Mortgagee. Any waiver or consent with respect to this Mortgage shall be effective only in the specific instance and for the specific purpose for which given. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Mortgage.

Section 9.22 Mortgagee's Offset Rights. Mortgagee is hereby authorized at any time and from time to time, without notice to any person or entity (and Mortgagor hereby WAIVES any such notice) to the fullest extent permitted by law, to set-off and apply any and all monies, securities and other properties of Mortgagor now or in the future in the possession, custody or control of Mortgagee, or on deposit with or otherwise owed to Mortgagor by Mortgagee--including all such monies, securities and other properties held in general, special, time, demand, provisional or final accounts or for safekeeping or as collateral or otherwise (but excluding those accounts clearly designated as escrow or trust accounts held by Mortgagor for others unaffiliated with Mortgagor)--against any and all of Mortgagor's obligations to Mortgagee and Lenders now or hereafter existing under this Mortgage, irrespective of whether Mortgagee shall have made any demand under this Mortgage. Mortgagee agrees to use reasonable efforts to promptly notify Mortgagor after any such set-off and application, provided that failure to give--or delay in giving--any such notice shall not affect the validity of such set-off and application or impose any liability on Mortgagee or any Lender. Mortgagee's and Lenders' rights under this Section are in addition to other rights and remedies (including other rights of set-off) which Mortgagee or any Lender may have.

Section 9.23 Venue. Subject to Section 9.24 below, this Mortgage is performable in Cook County, Illinois, which shall be a proper place of venue for suit on or in respect of this Mortgage. Each of Mortgagor and Mortgagee irrevocably agrees that any legal proceeding in respect of this Mortgage shall be brought in the district courts of Cook County, Illinois, or the United States



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District Court for the Northern District of Illinois (collectively, the "Specified Courts"). Each of Mortgagor and Mortgagee hereby irrevocably submits to the nonexclusive jurisdiction of the state and federal courts of the State of Texas. Each of Mortgagor and Mortgagee hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Loan Document brought in any Specified Court, and hereby further irrevocably waives any claims that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of Mortgagee to commence legal proceedings or otherwise proceed against Mortgagor in any jurisdiction or to serve process in any manner permitted by applicable law. Each of Mortgagor and Mortgagee 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. Notwithstanding anything to the contrary contained herein, the parties hereto agree and consent to the proper venue for the foreclosure of this Mortgage being in the County where the Real Property is located.

Section 9.24 Choice of Law. THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF ILLINOIS AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN FORCE.

Section 9.25 Entire Agreement. This Mortgage embodies the entire agreement and understanding between Mortgagor and Mortgagee with respect to its subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Mortgagor acknowledges and agrees that there is no oral agreement between Mortgagor and Mortgagee which has not been incorporated in this Mortgage.

## ARTICLE 10 ENVIRONMENTAL MATTERS

Reference is hereby made to the Environmental Indemnity Agreement dated effective concurrently herewith, executed by Mortgagor and the Marquette Guarantor (as defined in the Loan Agreement) in favor of Mortgagee, as the same may be amended, supplemented, restated or replaced from time to time (the "Environmental Indemnity Agreement"). The Environmental Indemnity Agreement shall constitute a Loan Document for all purposes hereunder and all obligations thereunder shall be secured by the liens and security interests of this Mortgage.

## ARTICLE 11 SPECIAL PROVISIONS

Section 11.1 WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF ANY LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THE LOAN

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DOCUMENTS, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF EITHER OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY MORTGAGOR OR MORTGAGEE, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

Section 11.2 WAIVER OF SPECIAL DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR SHALL NOT ASSERT, AND HEREBY WAIVES, ANY CLAIM AGAINST MORTGAGEE, ON ANY THEORY OF LIABILITY, FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (AS OPPOSED TO DIRECT OR ACTUAL DAMAGES) ARISING OUT OF, IN CONNECTION WITH, OR AS A RESULT OF, THIS MORTGAGE OR ANY AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY, THE TRANSACTIONS, THE LOAN OR THE USE OF THE PROCEEDS THEREOF.

Section 11.3 Maximum Secured Amounts: The maximum principal amount secured by this Mortgage shall be the sum of \$96,000,000 exclusive of any and all protective advances made by the Mortgagee and all advances permitted under the Act.

Section 11.4 Collateral Protection Act. The following notice is being delivered pursuant to the Collateral Protection Act of Illinois:

“Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may 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 added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Section 11.5 Business Loan. Mortgagor hereby represents and agrees that the proceeds of the Notes secured by this Mortgage will be used for the purposes specified in the Illinois Interest Act, 815 ILCS §205/4(1), and the indebtedness secured hereby constitutes a business loan which comes within the purview of said Section 205/4(c).

Section 11.6 Act Controls. In the event any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to

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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.

Section 11.7 Future Advances. This Mortgage is given for the purpose of securing loan advances which Mortgagee may make to or for Mortgagee pursuant and subject to the terms and provisions of the Loan Agreement. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after this Mortgage is delivered to the Office of the Recorder of the County in which the Mortgaged Property is located, whether made pursuant to an obligation of Mortgagee or otherwise, provided that such advances are within twenty (20) years from the date hereof and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made and all of such indebtedness, including future advances, shall be a lien from the time that this Mortgage is recorded with the Recorder of the County in which the Mortgaged Property is located as provided in 735 ILCS 5/15-1302(b). Such loan advances may or may not be evidenced by notes executed pursuant to the Loan Agreement. In addition to the loan advances referred to above, Mortgagee shall have the right, but not the obligation, to make protective advances with respect to the Mortgaged Property for the payment of taxes, assessments, insurance premiums, repairs, maintenance and other costs incurred in the protection of the Mortgaged Property, and such protective advances, together with interest thereon at the default rate set forth in the Loan Documents from the date of each such advance until it is repaid in full, shall be secured by this Mortgage with priority running from the time of the recording of this Mortgage with the Recorder of the County in which the Mortgaged Property is located pursuant to 735 ILCS 5/15-1302(b)(5).

[SIGNATURE(S) ON FOLLOWING PAGE(S)]


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EXECUTED effective as of the date first set forth above.

CHICAGO PROPERTIES I, LLC,  
a Delaware limited liability company

By: Chicago Properties I JV, LLC, a Delaware limited liability company, its sole member

By: CPI Manager, LLC, a Delaware limited liability company, its manager

By:   
Darren Sloniger  
Manager

"Mortgagor"

THE STATE OF Illinois §

COUNTY OF DuPage §

This instrument was acknowledged before me on March 19, 2013, by Darren Sloniger, as Manager of CPI Manager, LLC, a Delaware limited liability company, Manager of Chicago Properties I JV, LLC, a Delaware limited liability company, Sole Member of Chicago Properties I, LLC, a Delaware limited liability company, on behalf of said limited liability company.



  
Notary Public, State of Illinois

My Commission Expires:

4/10/14

KAREN M. REDIGER  
Printed Name of Notary Public

Exhibit A - Description of the Real Property

Exhibit B - Permitted Title Exceptions

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## EXHIBIT A

### DESCRIPTION OF REAL PROPERTY

#### PARCEL 1:

THE SOUTH 25 FEET 8 - 1/2 INCHES OF LOT 7 IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 7 (EXCEPT THE SOUTH 25 FEET 8 - 1/2 INCHES) IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

LOT 6 (EXCEPT THE NORTH 37.0 FEET THEREOF) IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF LOT 10 IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST 75.00 FEET OF SAID LOT 10, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THE EAST 75 FEET OF LOT 10 IN BLOCK 47 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 6:

LOT 6 EXCEPT THE SOUTH 38.67 FEET AND EXCEPT THE NORTH 1.25 FEET IN BLOCK 47, IN THE ORIGINAL TOWN OF CHICAGO, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO DESCRIBED AS:

THE NORTH 37 FEET OF LOT 6 (EXCEPT THE NORTH 15 INCHES THEREOF) IN BLOCK 47 IN THE ORIGINAL TOWN OF CHICAGO SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Addresses: 618 West Washington Street, Chicago, Illinois  
630 West Washington Street Chicago, Illinois  
123 North Des Plaines Street, Chicago, Illinois

PINS: 17-09-331-008-0000; 17-09-331-009-0000; 17-09-331-010-0000  
17-09-331-011-0000; 17-09-331-012-0000; 17-09-331-013-0000

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## EXHIBIT B

### PERMITTED TITLE EXCEPTIONS

1. Second Installment of taxes for year 2012 and subsequent years, not yet due and payable.
2. Lease made by Cornerstone Group 630, L.L.C., to Walgreen Co., an Illinois corporation dated August 2, 2006, a Memorandum of which was recorded January 26, 2009, as Document No. 0902633095, demising the land for a term of years beginning December 1, 2009, and ending December 31, 2083.
3. Special Service Area Number 12 as disclosed by Substitute Ordinance dated February 9, 1991, as Document No. 91075841.
4. Encroachment of the iron fence located mainly on the land into the right of way south and adjoining by as much as 0.24 feet. (affects Parcels 4 and 5)
5. Encroachment of the asphalt located mainly on the land onto the property east and adjoining by as much as 2.56 feet. (Affects parcels 1, 2, 3, and 5)
6. Encroachment of the building located mainly on the land onto the property north and adjoining by approximately 0.28 feet. (Affects Parcel 6)
7. Encroachment of the building located mainly on the property north and adjoining onto the land by approximately 0.10 feet. (Affects Parcel 6)
8. Encroachment of the building located mainly on the land onto the property east and adjoining by approximately 0.08 feet. (Affects Parcel 6)
9. Rights of public and quasi-public utilities in the land disclosed by catch basins located throughout the land.