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**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**



**Doc#:** 1312945013 **Fee:** \$94.00  
RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/09/2013 09:39 AM Pg: 1 of 29

**Report Mortgage Fraud  
800-532-8786**

**The property identified as:** **PIN:** 12-27-127-005-0000

**Address:**

**Street:** 9201 BELMONT AVE

**Street line 2:**

**City:** FRANKLIN PARK

**State:** IL

**ZIP Code:** 60131

**Lender:** KEYBANK NATIONAL ASSOCIATION

**Borrower:** GRE BELMONT LLC

**Loan / Mortgage Amount:** \$10,500,000.00

This property is located within the program area and is exempt from the requirements of 735 ILCS 77/70 et seq. because it is commercial property.

**Certificate number:** 86B09149-8398-4322-AE55-F7A5C6E4B971

**Execution date:** 05/06/2013

8933140 P1 CB 1/5

Property of Cook County Clerk's Office

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This instrument was prepared by and after recording should be returned to Dennis A. Johnson, Attorney At Law BARNES & THORNBURG LLP  
11 South Meridian Street  
Indianapolis, Indiana 46204

Property Address: 9201 Belmont Ave., Franklin Park, Illinois 60131

PIN: 12-27-127-005-0000, 12-27-127-007-0000 and 12-27-200-003-0000

## CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

### **THIS INSTRUMENT SECURES AN OBLIGATION PROVIDING FOR A VARIABLE RATE OF INTEREST**

THIS CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of May 6, 2013, by GRE BELMONT LLC, a Delaware limited liability company ("Mortgagor"), whose address is 500 Boylston Street, Suite 1300, Boston, Massachusetts 02116, in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association whose address is 4910 Tiedeman Rd., 3rd Flr, Mail Code OH-01-51-0311, Brooklyn, Ohio 44144, its successors and assigns ("Mortgagee").

#### **1. Grant and Secured Obligations.**

1.1 Grant. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 hereof, Mortgagor hereby irrevocably and unconditionally grants, remises, releases bargains, sells, conveys, assigns, mortgages and warrants to Mortgagee, all estate, right, title and interest which Mortgagor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

(a) The real property located in the County of Cook, State of Illinois, as described in Exhibit A, together with all existing and future easements and rights affording access to it (the "Premises"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Premises (the "Improvements"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and

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associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock and any premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other supporting obligations or other agreements relating to or made in connection with any of such leases (collectively, the "Leases"); together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit A or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Mortgage, and any manufacturer's warranties with respect thereto; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(h) All of Mortgagor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, tenant security deposit accounts, capital improvements reserves and impound, and any other bank accounts of Mortgagor; together with

(i) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Mortgagor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits (including building permits) and licenses, applications, architectural and engineering plans, specifications and drawings (including all site plans and development, landscaping and engineering plans for the Premises and the Improvements), as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of

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Mortgagee), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally, and any builder's or manufacturer's warranties with respect thereto; together with

(j) All insurance policies and proceeds pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(k) All of Mortgagor's rights in and to all Interest Rate Agreements; together with

(l) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

(m) All "Equipment" as that term is defined in the Illinois Uniform Commercial Code as presently or hereafter in effect; together with

(n) All "Goods" as that term is defined in the Illinois Uniform Commercial Code as presently or hereafter in effect; together with

(o) All "Accounts" as that term is defined in the Illinois Uniform Commercial Code as presently or hereafter in effect; together with

(p) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Capitalized terms used above and elsewhere in this Mortgage without definition have the meanings given them in the Loan Agreement referred to in Subsection 1.2(a)(iii) hereof.

## 1.2 Secured Obligations.

(a) Mortgagor makes the grant, conveyance, and mortgage set forth in Section 1.1 hereof, and grants the security interest and lien set forth in Section 3 hereof for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Mortgagee may choose:

(i) Payment of all obligations at any time owing under that certain Promissory Note of even date herewith payable by Mortgagor as maker in the aggregate stated principal amount of Ten Million Five Hundred Thousand Dollars

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(\$10,500,000) to the order of the Lender, as the same may be amended, restated, modified, extended or renewed, including increases of principal (such Promissory Note, as the same may be amended, restated, modified, extended or renewed, being referred to herein as the “Note”). The Note has a maturity of May 6, 2018. The loan evidenced by the Note bears interest as described on Exhibit C attached hereto; and

(ii) Payment and performance of all obligations of Mortgagor under this Mortgage; and

(iii) Payment and performance of all obligations of Mortgagor under that certain Loan Agreement of even date herewith between Mortgagor as “Borrower” and Mortgagee, as “Lender”, as the same may be amended, restated or modified (such Loan Agreement, as the same may be amended, restated or modified, being referred to herein as the “Loan Agreement”); and

(iv) Payment and performance of any obligations of Mortgagor under any Loan Documents or other documents which are executed by Mortgagor including, without limitation, documents executed in connection with Mortgagor’s obligations with respect to any letter of credit now or hereafter issued for the benefit of Mortgagor or the Property including, without limitation, Mortgagor’s obligations under any reimbursement agreement executed in connection therewith; and

(v) Payment and performance of all obligations up to Ten Million Five Hundred Thousand Dollars (\$10,500,000) of Mortgagor arising from any Interest Rate Agreements. Interest Rate Agreements shall mean an interest rate hedging program through the purchase by Mortgagor from Mortgagee of an interest rate swap, cap, or such other interest rate protection product with respect to the Note; and

(vi) Payment and performance of all future advances and other obligations that Mortgagor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when a writing evidences the parties’ agreement that the advance or obligation be secured by this Mortgage; and

(vii) Payment and performance of all obligations of Mortgagor to reimburse or pay Mortgagee for any taxes and insurance premiums paid or advanced by Mortgagee with respect to the Property, any costs of enforcing and foreclosing on the lien of this Mortgage, and any sums expended or incurred for the protection of the security interest hereby created in the Property, regardless of whether the foregoing was advanced, paid, incurred or expended now or at any future time or times; and



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(viii) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and

(ix) Interest on all of the foregoing to the extent it accrues under this Mortgage or any other Loan Document, including, without limitation, interest accruing after an Event of Default, acceleration and/or judgment at the Default Rate and all interest, fees and other costs that, but for the commencement of any insolvency proceeding, would have accrued.

(b) All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. Such terms include any provisions in the Note or the Loan Agreement which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

All sums payable by Mortgagor hereunder and under the Loan Documents shall be paid without demand (except as set forth in the Loan Agreement or the Note), counterclaim, offset, deduction, reduction or defense. Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim, offset, deduction, reduction or defense.

## 2. Assignment of Rents.

2.1 Assignment. Mortgagor hereby irrevocably, absolutely, presently and unconditionally assigns to Mortgagee all rents, leases, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (some or all collectively, as the context may require, “Rents”). To the extent permitted by applicable law, this is an absolute assignment, not an assignment for security only.

2.2 Grant of License. Mortgagee hereby confers upon Mortgagor a license (“License”) to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.2 hereof, shall exist and be continuing. If an Event of Default has occurred and is continuing, Mortgagee shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Mortgagor, and without regard to the adequacy of Mortgagee’s security under this Mortgage.

2.3 Collection and Application of Rents. Subject to the License granted to Mortgagor under Section 2.2 hereof, Mortgagee has the right, power and authority to collect any and all Rents. Mortgagor hereby appoints Mortgagee its attorney-in-fact to perform any and all of the following acts, if and at the times when Mortgagee in its sole discretion may so choose:

- (a) Demand, receive and enforce payment of any and all Rents; or
- (b) Give receipts, releases and satisfactions for any and all Rents; or

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(c) Sue either in the name of Mortgagor or in the name of Mortgagee for any and all Rents.

Mortgagee and Mortgagor agree that the mere recordation of the assignment granted herein entitles Mortgagee immediately to collect and receive rents upon the occurrence and continuance of an Event of Default, as defined in Section 6.2 hereof, without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Mortgagor, filing foreclosure proceedings, or seeking and/or obtaining the appointment of a receiver. Further, Mortgagee's right to the Rents does not depend on whether or not Mortgagee takes possession of the Property as permitted under Subsection 6.3(c) hereof. In Mortgagee's sole discretion, Mortgagee may choose to collect Rents either with or without taking possession of the Property. Mortgagee shall apply all Rents collected by it in the manner provided under Section 6.6 hereof. If an Event of Default occurs while Mortgagee is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Mortgage, Mortgagee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Mortgage and at law or in equity.

2.4 Mortgagee Not Responsible. Under no circumstances shall Mortgagee have any duty to produce Rents from the Property. Regardless of whether or not Mortgagee, in person or by agent, takes actual possession of the Premises and Improvements, unless Mortgagee agrees in writing to the contrary, Mortgagee is not and shall not be deemed to be:

- (a) A "mortgagee in possession" for any purpose; or
- (b) Responsible for performing any of the obligations of the lessor under any Lease; or
- (c) Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or
- (d) Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

2.5 Leasing. Mortgagor shall not accept any deposit or prepayment of rents under the Leases for any rental period exceeding one (1) month without Mortgagee's prior written consent. Mortgagor shall not lease the Property or any part of it except strictly in accordance with the Loan Agreement.

### 3. Grant of Security Interest.

3.1 Security Agreement. The parties intend for this Mortgage to create a lien upon and a security interest in the Property, and an absolute assignment of the Rents, all in favor of Mortgagee. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Mortgagor as debtor hereby grants Mortgagee as secured party a lien upon and a security interest in all such Property and Rents, to secure payment and performance of the Secured Obligations. This Mortgage

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constitutes a security agreement under the Uniform Commercial Code of the State in which the Property is located, covering all such Property and Rents.

3.2 Financing Statements. Mortgagor hereby consents to the filing of one or more financing statements. In addition, Mortgagor shall execute such other documents as Mortgagee may from time to time require to perfect or continue the perfection of Mortgagee's security interest in any Property or Rents. As provided in Section 5.9 hereof and Section 5.10 hereof, Mortgagor shall pay all fees and costs that Mortgagee actually incurs in filing such documents in public offices and in obtaining such record searches as Mortgagee may reasonably require. In case Mortgagor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Mortgage or the rights or obligations of the parties under it.

#### 4. Fixture Filing.

4.1 This Mortgage constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the State in which the Property is located, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Premises or Improvements. For this purpose, the respective addresses of Mortgagor, as debtor, and Mortgagee, as secured party, are as set forth in the preamble of this Mortgage.

#### 5. Rights and Duties of the Parties.

5.1 Representations and Warranties. Mortgagor represents and warrants that:

- (a) Mortgagor lawfully possesses and holds fee simple title to all of the Premises and Improvements, subject to the encumbrances set forth on Exhibit B attached hereto (the "Permitted Encumbrances");
- (b) Mortgagor has or will have good title to all Property other than the Premises and Improvements, subject to the Permitted Encumbrances;
- (c) Mortgagor has the full and unlimited power, right and authority to encumber the Property and assign the Rents;
- (d) This Mortgage creates a first and prior lien on the Property, subject to the Permitted Encumbrances;
- (e) Mortgagor owns any Property which is personal property free and clear of any security agreements, reservations of title or conditional sales contracts, and there is no financing statement affecting such personal property on file in any public office; and
- (f) Mortgagor's place of business, or its chief executive office if it has more than one place of business, is located at the address specified below.



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5.2 Taxes, and Assessments. Mortgagor shall pay prior to delinquency all taxes, levies, charges and assessments, in accordance with the Loan Agreement.

5.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation in accordance with its terms.

5.4 Liens, Charges and Encumbrances. Mortgagor shall in accordance with the terms of the Loan Agreement, immediately discharge, properly contest or bond any lien on the Property which Mortgagee has not consented to in writing.

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

5.6 Maintenance and Preservation of Property.

(a) Mortgagor shall insure the Property as required by the Loan Agreement and keep the Property in good condition and repair.

(b) Mortgagor shall not remove or demolish the Property or any part of it, or structurally alter, restore or add to the Property, or initiate or allow any change or variance in any zoning or other Premises use classification which affects the Property or any part of it, except as permitted or required by the Loan Agreement or with Mortgagee's express prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) If all or part of the Property becomes damaged or destroyed, Mortgagor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, provided that Mortgagee agrees to disburse any Proceeds collected or received by Mortgagee or other sums to pay costs of the work of repair or reconstruction under the Loan Agreement.

(d) Mortgagor shall not knowingly commit or allow any act upon or use of the Property which would violate in any material respect: (i) any applicable laws or order of any Governmental Authority, whether now existing or later to be enacted and whether foreseen or unforeseen, including, without limitation, the Americans with Disabilities Act; or (ii) any public or private covenant, condition, restriction or equitable servitude affecting the Property. Mortgagor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Mortgagor on the Property or any part of it under the Loan Agreement.

(e) Mortgagor shall not commit or allow intentional physical waste of the Property, including those acts or omissions characterized under the Loan Agreement as waste which arises out of Hazardous Material.

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5.7 Releases, Extensions, Modifications and Additional Security. From time to time, Mortgagee may perform any of the following acts without incurring any liability or giving notice to any person and without releasing any Person obligated on any Loan Document:

- (a) Release any person liable for payment of any Secured Obligation;
- (b) Extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) Accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) Alter, substitute or release any property securing the Secured Obligations;
- (e) Consent to the making of any plat or map of the Property or any part of it;
- (f) Join in granting any easement or creating any restriction affecting the Property;
- (g) Join in any subordination or other agreement affecting this Mortgage or the lien of it; or
- (h) Release the Property or any part of it.

5.8 Release. When all of the Secured Obligations have been paid in full and all fees and other sums owed by Mortgagor under Section 5.9 hereof and Section 5.10 hereof and the other Loan Documents have been received, Mortgagee shall release this Mortgage, the lien created thereby, and all notes and instruments evidencing the Secured Obligations. Mortgagor shall pay any costs of preparation and recordation of such release.

5.9 Compensation, Exculpation, Indemnification.

(a) Mortgagor agrees to pay or reimburse all of Mortgagee's reasonable costs and expenses for any services that Mortgagee may render in connection with this Mortgage, including Mortgagee's providing a statement of the Secured Obligations or providing the release pursuant to Section 5.8 hereof. Mortgagor shall also pay or reimburse all of Mortgagee's costs and expenses which are actually incurred in rendering any such services. Mortgagor further agrees to pay or reimburse Mortgagee for all costs, expenses and other advances which are actually incurred or made by Mortgagee in any efforts to enforce any terms of this Mortgage, including any rights or remedies afforded to Mortgagee under Section 6.3 hereof, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Mortgage, including reasonable attorneys' fees and other reasonable legal costs, costs of any Foreclosure Sale (as defined in Subsection 6.3(i) hereof) and any cost of evidence of title. Such costs and expenses shall be paid by Mortgagor even if incurred after the entry of one or more judgments. If Mortgagee chooses to dispose of Property through more than one Foreclosure Sale, Mortgagor shall pay all costs, expenses or other advances that are

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actually incurred or made by Mortgagee in each of such Foreclosure Sales. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Note or the other Loan Documents, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses paid or actually incurred by or on behalf of Mortgagee for reasonable attorneys' costs and fees (including the costs and fees of paralegals), survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses incurred by Mortgagee with respect to environmental matters, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary in connection with such foreclosure or enforcement of such other remedies or to evidence to bidders at any foreclosure sale the true condition of the title to, the value of or the environmental condition of the Property. All expenditures and expenses of the nature in this Subsection mentioned, and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney (including the costs and fees of paralegals) employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note, the other Loan Documents or the Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate, and shall be secured by this Mortgage.

(b) Neither Mortgagee nor Lender shall be directly or indirectly liable to Mortgagor or any other person as a consequence of any of the following:

(i) Mortgagee's exercise of or failure to exercise any rights, remedies or powers granted to Mortgagee in this Mortgage;

(ii) Mortgagee's failure or refusal to perform or discharge any obligation or liability of Mortgagor under any agreement under this Mortgage; or

(iii) Any loss sustained by Mortgagor or any third party resulting from Mortgagee's failure to lease the Property, or from any other act or omission of Mortgagee in managing the Property, after an Event of Default, unless the loss is caused by the gross negligence of Mortgagee occurring after Mortgagee takes actual possession of the Property pursuant to a sale hereunder or a deed in lieu thereof or the willful misconduct or bad faith of Mortgagee.

Mortgagor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Mortgagee.

(c) Mortgagor agrees to indemnify Mortgagee against and hold it harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs,

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reasonable attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which it actually suffers or incurs:

(i) In performing any act required or permitted by this Mortgage or any of the other Loan Documents or by law;

(ii) Because of any failure of Mortgagor to perform any of its obligations under this Mortgage; or

(iii) Because of any alleged obligation of or undertaking by Mortgagee or any Lender to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Loan Documents.

This agreement by Mortgagor to indemnify Mortgagee shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Mortgage.

(d) Mortgagor shall pay all obligations to pay money arising under this Section 5.9 within ten (10) days after demand therefor by Mortgagee. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the Default Rate. Mortgagor's indemnification obligations under this Section 5.9 shall not apply to liability and losses primarily caused by Mortgagee gross negligence and willful misconduct occurring after Mortgagor takes actual possession of the Property pursuant to a sale hereunder or a deed in lieu thereof.

5.10 Defense and Notice of Claims and Actions. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Mortgagee created under it, against all adverse claims. Mortgagor shall give Mortgagee prompt notice in writing if any claim is asserted which does or could affect any such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Subrogation. Mortgagee shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Mortgagee in accordance with this Mortgage or with the proceeds of any loan secured by this Mortgage.

5.12 Site Visits, Observation and Testing. Mortgagee and its agents and representatives shall have the right at any reasonable time, subject to the rights of Tenants under Leases, to enter and visit the Property for the purpose of performing appraisals, observing the Property, taking and removing soil or groundwater samples or the conducting of any other subsurface tests on any part of the Property, including so called Phase I environmental site assessments in accordance with the Environmental Indemnity. Mortgagee has no duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by Mortgagee or their agents or representatives shall impose any liability on any of Mortgagee, its agents or representatives. In no event shall any site visit, observation or testing by Mortgagee, its agents or representatives be a representation that Hazardous Material are or are not present in,



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on or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Hazardous Material or any other applicable governmental law. Neither Mortgagor nor any other party is entitled to rely on any site visit, observation or testing by any of Mortgagee, its agents or representatives. None of Mortgagee or its agents or representatives owe any duty of care to protect Mortgagor or any other party against, or to inform Mortgagor or any other party of, any Hazardous Material or any other adverse condition affecting the Property. Mortgagee shall give Mortgagor reasonable notice before entering the Property. Mortgagee shall make reasonable efforts to avoid interfering with Mortgagor's use of the Property in exercising any rights provided in this Section 5.12.

5.12 Notice of Change. Mortgagor shall give Mortgagee prior written notice of any change in: (a) the location of its place of business or its chief executive office if it has more than one place of business, or its state of organization or formation; (b) the location of any of the Property, including the Books and Records; and (c) Mortgagor's name or business structure. Unless otherwise approved by Mortgagee in writing, all Property that consists of personal property (other than the Books and Records) will be located on the Premises and all Books and Records will be located at Mortgagor's place of business or chief executive office if Mortgagor has more than one place of business.

## 6. Accelerating Transfers, Default and Remedies.

### 6.1 Accelerating Transfers.

(a) "Accelerating Transfer" means any Transfer not expressly permitted under Article 17 of the Loan Agreement.

(b) Mortgagor acknowledges that Lender is making one or more advances under the Loan Agreement in reliance on the expertise, skill and experience of Mortgagor; thus, the Secured Obligations include material elements similar in nature to a personal service contract. In consideration of Lender's reliance, Mortgagor agrees that Mortgagor shall not make any Accelerating Transfer, unless the transfer is preceded by Mortgagee's express written consent to the particular transaction and transferee. Mortgagee may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Mortgagee in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Mortgagee may invoke any rights and remedies provided by Section 6.3 of this Mortgage.

6.2 Events of Default. Mortgagor will be in default under this Mortgage upon the occurrence of any one or more of the following events (some or all collectively, "Events of Default," any one singly, an "Event of Default").

(a) An Accelerating Transfer occurs without the prior written consent of Mortgagee; or

(b) Any other "Event of Default" occurs under the Loan Agreement or any other Loan Document.



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6.3 Remedies. At any time after an Event of Default, Mortgagee shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Mortgagee at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Acceleration. Mortgagee may declare any or all of the Secured Obligations to be due and payable immediately.

(b) Receiver. Mortgagee shall, as a matter of right, without notice and without giving bond to Mortgagor or anyone claiming by, under or through Mortgagor, and without regard for the solvency or insolvency of Mortgagor or the then value of the Property or any other collateral for the Secured Obligations, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Property and the Rents and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Mortgagor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Mortgagee would have, upon entering and taking possession of the Property under subsection (c) below.

(c) Entry; Collection. Mortgagee, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Mortgagee may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage. Such other things may include: taking and possessing all of Mortgagor's or the then owner's Books and Records; entering into, enforcing, modifying or canceling Leases on such terms and conditions as Mortgagee may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Mortgagee; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Mortgagee so requests, Mortgagor shall assemble all of the Property that has been removed from the Premises and make all of it available to Mortgagee at the site of the Premises. Mortgagor hereby irrevocably constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact to perform such acts and execute such documents as Mortgagee in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Mortgagor's name on any instruments.

(d) Cure; Protection of Security; Waste. Mortgagee may cure any breach or default of Mortgagor, and if it chooses to do so in connection with any such cure, Mortgagee may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Mortgage, including, without limitation, completing construction of the improvements at the Property contemplated by the Loan Agreement. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the

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security of, or the rights or powers of Mortgagee under, this Mortgage; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Mortgagee's sole judgment is or may be senior in priority to this Mortgage, such judgment of Mortgagee or to be conclusive as among the parties to this Mortgage; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Loan Agreement; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Mortgagee. Mortgagee may take any of the actions permitted under this Subsection 6.3(d) either with or without giving notice to any person. Any amounts expended by Mortgagee under this Subsection 6.3(d) shall be secured by this Mortgage. Mortgagor's failure to pay taxes, assessments or other charges of encumbrances, upon the Property or any part thereof, shall constitute waste (although the meaning of the term "waste" shall not necessarily be limited to such nonpayment), and shall entitle Mortgagee to all remedies provided for herein. For purposes of the foregoing, Mortgagor shall not be deemed to have failed to pay taxes or assessments upon the Property or any part thereof if Mortgagor has deposited in escrow with Mortgagee sufficient funds to make such payments and Mortgagee fails to make such payments.

(e) Uniform Commercial Code Remedies. Mortgagee may exercise any or all of the remedies granted to a secured party under the Uniform Commercial Code in the State in which the Property is located.

(f) Foreclosure; Lawsuits. Mortgagee shall have the right, at its option, in one or several concurrent or consecutive proceedings, to bring a court action to foreclose the lien hereof upon the Property or any part thereof, for the Secured Obligations, or any part thereof, by any proceedings in accordance with applicable law. Mortgagee or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder, and the amount of Mortgagee's successful bid shall be credited on the Secured Obligations. Without limiting the foregoing, Mortgagee may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction. In addition to the right provided in Subsection 6.3(a) hereof, upon, or at any time after the filing of a complaint to foreclose this Mortgage, Mortgagee shall be entitled to the appointment of a receiver of the Property by the court in which such complaint is filed, and Mortgagor hereby consents to such appointment.

(g) Other Remedies. Mortgagee may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Mortgagor or any other person or entity in favor of Mortgagee in connection with the Secured Obligations or any part thereof, without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against Mortgagor hereunder or under any other Loan Document. Mortgagor's failure to pay taxes, assessments or other charges of encumbrances, upon the Property or any part thereof, shall constitute waste (although the meaning of the term "waste" shall not necessarily be limited to such nonpayment), and shall entitle Mortgagee to all remedies provided for herein. Mortgagee shall have the right to pursue all remedies afforded to a

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mortgagee under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

(h) Sale of Personal Property. Mortgagee, as required by applicable law, shall have the discretionary right to cause some or all of the Property, which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

(i) For purposes of this power of sale, Mortgagee, as required by applicable law, may elect to treat as personal property any Property which is intangible or which can be severed from the Premises or Improvements without causing structural damage. If it chooses to do so, Mortgagee, as required by applicable law, may dispose of any personal property, in any manner permitted by Article 9 of the Uniform Commercial Code of the State in which the Property is located, including any public or private sale, or in any manner permitted by any other applicable law.

(ii) In connection with any sale or other disposition of such Property, Mortgagor agrees that the following procedures constitute a commercially reasonable sale: Mortgagee shall mail written notice of the sale to Mortgagor not later than thirty (30) days prior to such sale. Mortgagee will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Mortgagee will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Mortgagee shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(i) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Mortgagee, as required by applicable law, may:

(i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Mortgagee may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale," and any two or more, "Foreclosure Sales").

If Mortgagee chooses to have more than one Foreclosure Sale, Mortgagee at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Mortgagee may deem to be in its best interests. No Foreclosure Sale

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shall terminate or affect the liens of this Mortgage on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

6.4 Credit Bids. At any Foreclosure Sale, any person, including Mortgagor or Mortgagee, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Mortgagee may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to pay or reimburse Mortgagee under Section 5.9 hereof or Section 5.10 hereof; and

(b) Second, all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose.

6.5 Application of Foreclosure Sale Proceeds. Mortgagee shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Mortgagor is obligated to reimburse Mortgagee under Section 5.9 hereof or Section 5.10 hereof;

(b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Mortgagee under the terms of this Mortgage which then remain unpaid;

(c) Third, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose; and

(d) Fourth, to remit the remainder, if any, to the person or persons entitled to it.

6.6 Application of Rents and Other Sums. Mortgagee shall apply any and all Rents collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Mortgagee may receive or collect under Section 6.3 hereof, in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Mortgagee or any receiver;

(b) Second, to pay all other Secured Obligations in any order and proportions as Mortgagee in its sole discretion may choose; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it.

Mortgagee shall have no liability for any funds which it does not actually receive.



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## 7. Miscellaneous Provisions.

7.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Mortgage. The Loan Documents also grant further rights to Mortgagee and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Mortgage and to the Property.

### 7.2 No Waiver or Cure.

(a) Each waiver by Mortgagee must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Mortgagee to take action on account of any default of Mortgagor. Consent by Mortgagee to any act or omission by Mortgagor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Mortgagee's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Mortgage or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security of this Mortgage; or prejudice Mortgagee or any receiver in the exercise of any right or remedy afforded any of them under this Mortgage; or be construed as an affirmation by Mortgagee of any tenancy, lease or option, or a subordination of the lien of this Mortgage.

(i) Mortgagee, its agent or a receiver takes possession of all or any part of the Property in the manner provided in Subsection 6.3(b), (c) or (f) hereof.

(ii) Mortgagee collects and applies Rents as permitted under Sections 2.3 and 6.6 hereof, either with or without taking possession of all or any part of the Property.

(iii) Mortgagee receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Mortgagee under Section 5.5 hereof.

(iv) Mortgagee makes a site visit, observes the Property and/or conducts tests as permitted under Section 5.12 hereof.

(v) Mortgagee receives any sums under this Mortgage or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(vi) Mortgagee or any receiver invokes any right or remedy provided under this Mortgage.



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## 7.3 Powers of Mortgagee.

(a) If Mortgagee performs any act which it is empowered or authorized to perform under this Mortgage, including any act permitted by Section 5.7 or Subsection 6.3(d) hereof, that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Mortgage on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Mortgagor shall not be released or changed if Mortgagee grants any successor in interest to Mortgagor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Mortgagee shall not be required to comply with any demand by the original Mortgagor that Mortgagee refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(b) Mortgagee may take any of the actions permitted under Subsections 6.3(b) and/or 6.3(c) hereof regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Mortgage.

(c) From time to time Mortgagee may apply to any court of competent jurisdiction for aid and direction in executing and enforcing the rights and remedies created under this Mortgage. Mortgagee may from time to time obtain orders or decrees directing, confirming or approving acts in executing and enforcing these rights and remedies.

7.4 Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in or any other lien on the Property unless Mortgagee consents to a merger in writing.

7.5 Joint and Several Liability. If Mortgagor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Mortgagor's obligations under this Mortgage.

7.6 Applicable Law. WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS MORTGAGE, THIS MORTGAGE SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. MORTGAGOR AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS SHALL GOVERN ALL MATTERS RELATING TO THIS MORTGAGE AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER. MORTGAGOR HEREBY SUBMITS TO PERSONAL JURISDICTION IN THE CITY OF BOSTON, COUNTY OF SUFFOLK AND COMMONWEALTH OF MASSACHUSETTS AND THE STATE OR COMMONWEALTH IN WHICH THE PREMISES ARE LOCATED AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA HAVING JURISDICTION OVER THE CITY OF BOSTON, COUNTY OF SUFFOLK, COMMONWEALTH OF MASSACHUSETTS AND

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THE STATE OR COMMONWEALTH IN WHICH THE PREMISES ARE LOCATED (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF MORTGAGOR'S OBLIGATIONS HEREUNDER AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATES OR COMMONWEALTHS FOR THE PURPOSES OF SUCH ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS OF MORTGAGOR. MORTGAGOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE(a) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS MORTGAGE MAY NOT BE ENFORCED IN OR BY THOSE COURT OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (b) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (c) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER.

7.7 Successors in Interest. The terms, covenants and conditions of this Mortgage shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section 7.7 does not waive the provisions of Section 6.1 hereof.

7.8 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural and vice versa, and each gender will include any other gender. The captions of the sections of this Mortgage are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

(b) The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Mortgage. The Exhibits to this Mortgage are hereby incorporated in this Mortgage.

7.9 Text Intentionally Omitted.

7.10 Waiver of Statutory Rights. To the extent permitted by law, Mortgagor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property

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marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. To the extent permitted by applicable law, Mortgagor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Mortgage on behalf of Mortgagor and on behalf of each and every person acquiring any interest in or title to the Property of any nature whatsoever, subsequent to the date of this Mortgage. The foregoing waiver of right of redemption is made pursuant to 735 ILCS 5/15 - 1601(b) and the provisions of all other applicable law.

7.11 Severability. If any provision of this Mortgage should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Mortgage except that if such provision relates to the payment of any monetary sum, then Mortgagee may, at its option, declare all Secured Obligations immediately due and payable.

7.12 Notices. Any notice, demand, request or other communication which any party hereto may be required to give hereunder, or may desire to give hereunder, shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three Business Days after mailing (c) if by Federal Express or other reliable overnight courier service for delivery on the next Business Day, on the next Business Day after delivered to such courier service, or (d) if by confirmed facsimile or e-mail transmission on the day of transmission so long as copy is sent on the same day by overnight courier as set forth below:

Mortgagor: GRE Belmont LLC  
 c/o Guggenheim Real Estate  
 500 Boylston Street, Suite 1300  
 Boston, Massachusetts 02116  
 Telephone (617) 536-5518  
 Facsimile (617) 536-5455

With a copy to: Goodwin Procter LLP  
 Exchange Place  
 53 State Street  
 Boston, MA 02109  
 Attention: Samuel L. Richardson, Esq.  
 Telephone (617) 570-1878  
 Facsimile (617) 523-1231

Mortgagee: KeyBank National Association  
 225 Franklin Street - 18th Floor  
 Boston, Massachusetts 02110  
 Attention: Matthew Purtell  
 Telephone: (617) 385-6248  
 Facsimile: (617) 385-6291

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With copies to: KeyBank Real Estate Capital  
 4910 Tiedeman Rd., 3rd Flr  
 Mail Code OH-01-51-0311  
 Brooklyn, OH 44144  
 Attention: Real Estate Capital Client Services  
 Facsimile: (216) 357-6383

Barnes & Thornburg LLP  
 11 South Meridian Street  
 Indianapolis, IN 46204  
 Attention: Dennis A. Johnson, Esq.  
 Telephone: (317) 231-7736  
 Facsimile: (317) 231-7433

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Failure of Mortgagee to furnish Mortgagor's attorney with a copy of any notice provided to Mortgagor hereunder shall not be deemed a failure of Mortgagee to provide Mortgagor with such notice and shall not affect or in any way prevent or estop Mortgagee from exercising any right or remedy of Mortgagee hereunder.

Any notice or demand delivered to the person or entity named above to accept notices and demands for Mortgagor shall constitute notice or demand duly delivered to Mortgagor, even if delivery is refused.

7.13 Future Advances. This Mortgage shall secure, in addition to the Secured Obligations, future advances and obligations of Mortgagor to Mortgagee and advances by Mortgagee to Mortgagor up to Fifty Million Dollars (\$50,000,000) to the same extent as if the future advances and obligations were made on the date of this Mortgage. For the purposes hereof, all obligations of Mortgagor to Mortgagee under all Interest Rate Agreements and any indebtedness or obligation contained therein or evidenced thereby shall be considered a future obligation of Mortgagor secured hereby. In any and all events, the maximum amount of indebtedness and obligations of Mortgagor secured hereby shall not exceed One Hundred Fifty Million Dollars (\$150,000,000). Nothing in this Section 7.13 or in any other provision of this Mortgage shall be deemed either (a) an obligation on the part of Mortgagee to make any future advances other than in accordance with the terms and provisions of the Loan Documents, or (b) an agreement on the part of Mortgagee to increase the amount of the loan evidenced by the Note, to any amount in excess of Ten Million Five Hundred Thousand Dollars (\$10,500,000) in the aggregate.

7.14 Mortgagee's Lien for Service Charge and Expenses. At all times, regardless of whether any proceeds of the Loan have been disbursed, this Mortgage secures (in addition to any proceeds of the Loan disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Mortgagee, not to exceed the maximum amount secured hereby. For purposes hereof, all obligations of Mortgagor to Mortgagee under all Interest Rate Agreements and any indebtedness or obligation contained therein or evidenced thereby shall be considered an obligation of Mortgagor secured hereby.



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7.15 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY LAW, MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS MORTGAGE, THE NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN OR ANY OTHER STATEMENTS OR ACTIONS OF MORTGAGOR OR MORTGAGEE. MORTGAGOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. MORTGAGOR FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO MAKE THE LOAN, ENTER INTO THIS MORTGAGE AND EACH OF THE OTHER LOAN DOCUMENTS, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

7.16 Inconsistencies. In the event of any inconsistency between this Mortgage and the Loan Agreement, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid security interest upon the Property, otherwise the provisions of the Loan Agreement shall be controlling.

7.17 Business Loan. Mortgagor acknowledges and agrees that (a) the proceeds of the loan evidenced by the Note will be used in conformance with subparagraph (l)(1) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended, 815 ILCS 205/4(l)(1); (b) the indebtedness secured hereby constitutes a business loan which comes within the purview of subparagraph (1)(c) of said Section 4; (c) the loan evidenced by the Note is an exempt transaction under the Truth-in-Lending Act, 15 U.S.C. Sec 1601 et seq.; and (d) the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201) or residential real estate (as defined in 735 ILCS 5/15-1219).

7.18 The Foreclosure Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Illinois Foreclosure Act (735 ILCS 5/15, et seq.) (the "Foreclosure Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Foreclosure Act which is specifically referred to herein is repealed, Mortgagee shall have the benefit of such provision as most recently existed prior to such repeal, as though the same were incorporated herein by express reference.

7.19 Construction Mortgage. This Mortgage is a construction Mortgage and it secures a loan incurred, in part, to finance renovations to improvements on the Premises including the cost of refinancing the Premises and certain costs incurred in planning, architectural and engineering studies and similar expenses. It is understood and agreed that funds to be advanced upon the Note are to be used, in part, for costs of renovations to the Improvements in accordance with the Loan Agreement, which Loan Agreement is incorporated herein by references to the same extent as is fully set forth herein and made a part of this Mortgage. It is acknowledged that



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this Mortgage secures a loan that, in whole or in part, will be used by Mortgagor to renovate a building on the Real Estate. This Mortgage is a “construction mortgage” within the meaning of the Uniform Commercial Code in the State in which the Property is located, as amended or recodified from time to time.

7.20 The Credit Agreements Act. This Mortgage shall not be amended, modified or supplemented without the written agreement of Mortgagor and Mortgagee at the time of such amendment, modification or supplement. Mortgagor expressly agrees that for purposes of this Mortgage and each and every other Loan Document governed by Illinois law: (a) this Mortgage and each and every other Loan Document governed by Illinois law shall be a “credit agreement” under the Illinois Credit Agreements Act, 815 ILCS 160/1, *et seq.* (the “Credit Agreements Act”); (b) the Credit Agreements Act applies to the execution of the Mortgage and each and every other Loan Document governed by Illinois law; and (c) any action on or in any way related to this Mortgage and each and every other Loan Document governed by Illinois law shall be governed by the Credit Agreements Act.

7.21 Representation. Mortgagor hereby represents that it has been represented by competent counsel of its choice in the negotiation and execution of this Mortgage and other Loan Documents, that it has read and fully understood the terms hereof, that Mortgagor and its counsel have been afforded an opportunity to review, negotiate and modify the terms of this Mortgage and that Mortgagor intends to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Mortgage.

7.22 Illinois Collateral Protection Act. The following notice is provided pursuant to 815 ILCS 180/10(3):

Unless Mortgagor provides evidence of the insurance coverage required by the Loan Agreement, Mortgagee may purchase insurance at Mortgagor’s expense to protect Mortgagee’s interests in the Property. This insurance may, but need not, protect Mortgagor’s interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing evidence that Mortgagor has obtained insurance as required by the Loan Agreement. If Mortgagee purchases insurance for the Property, Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Mortgagor’s total outstanding balance or obligation secured hereby. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage under seal as of the date first above written.



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## EXHIBIT A

THAT PART OF FRACTIONAL SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 27; THENCE WEST ON THE NORTH LINE OF SAID FRACTIONAL SECTION 27, A DISTANCE OF 873.41 FEET; THENCE SOUTH ALONG A LINE WHICH IS PERPENDICULAR TO THE NORTH LINE OF SAID SECTION, A DISTANCE OF 577.74 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 5.0 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 452.52 FEET; THENCE SOUTH 67 DEGREES, 5 MINUTES, 5 SECONDS EAST A DISTANCE OF 82.65 FEET; THENCE SOUTH 70 DEGREES 23 MINUTES 27 SECONDS EAST A DISTANCE OF 48.73 FEET; THENCE SOUTH 75 DEGREES, 1 MINUTE, 1 SECOND EAST A DISTANCE OF 91.61 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, SAID POINT BEING 1102.48 FEET SOUTH OF THE NORTH LINE OF SAID FRACTIONAL SECTION 27; THENCE EASTERLY ON SAID NORTHERLY RIGHT OF WAY LINE BEING A CURVED LINE TO THE LEFT HAVING A RADIUS OF 2814.93 FEET, AND ARC DISTANCE OF 142.24 FEET, THE CHORD OF SAID ARC BEING 142.23 FEET, HAVING A BEARING OF SOUTH 82 DEGREES 3 MINUTES, 37 SECONDS EAST TO A POINT OF TANGENCY OF SAID RIGHT OF WAY, SAID POINT BEING 1122.12 FEET SOUTH OF THE NORTH LINE OF SAID FRACTIONAL SECTION 27; THENCE SOUTH 83 DEGREES, 30 MINUTES, 28 SECONDS EAST ON SAID RIGHT OF WAY LINE A DISTANCE OF 536.32 FEET TO ITS INTERSECTION WITH THE EAST LINE OF SAID FRACTIONAL SECTION 27; THENCE NORTH 00 DEGREES 17 MINUTES 1 SECOND WEST ON THE EAST LINE OF SAID FRACTIONAL SECTION 27, A DISTANCE OF 1182.78 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE NORTH 50 FEET TAKEN FOR BELMONT AVENUE), IN COOK COUNTY, ILLINOIS.

Common Address: 9201 Belmont Avenue  
Franklin Park, IL 60131

PINs: 12-27-127-005-0000  
12-27-127-007-0000  
12-27-200-003-0000

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## EXHIBIT B

### PERMITTED EXCEPTIONS

Those exceptions set forth in Schedule B of the Loan Policy of Title Insurance issued by Chicago Title Insurance Company, pursuant to that certain Commitment for Title Insurance dated April 3, 2013 as Order No. 1401008933140 CLT.

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## EXHIBIT C

The loan evidenced by the Note will bear interest at the Applicable Rate, unless the Default Rate is applicable. The Adjusted Prime Rate shall be the “Applicable Rate,” except that the Adjusted LIBOR Rate shall be the “Applicable Rate” with respect to portions of the Loan as to which a LIBOR Rate Option is then in effect.

Provided that no Event of Default exists, Mortgagor has the option (the “LIBOR Rate Option”) to elect from time to time an Adjusted LIBOR Rate as the Applicable Rate for all or any portion of the Loan which would otherwise bear interest at the Adjusted Prime Rate.

For the purposes of this Exhibit C, the following terms shall have the following meanings:

Adjusted LIBOR Rate: For any LIBOR Rate Interest Period, an interest rate per annum equal to the sum of (a) the rate obtained by dividing (i) the LIBOR Rate for such LIBOR Rate Interest Period by (ii) a percentage equal to One Hundred Percent (100%) minus the Reserve Percentage for such LIBOR Rate Interest Period and (b) the LIBOR Rate Margin.

Adjusted Prime Rate: A rate per annum equal to the sum of (a) the Prime Rate Margin and (b) the greater of (i) the Prime Rate or (ii) One Percent (1%) (100 basis points) in excess of the Federal Funds Effective Rate. Any change in the Prime Rate shall be effective immediately from and after such change in the Adjusted Prime Rate (or the Federal Funds Effective Rate, as applicable).

Business Day: A day of the year on which banks are not required or authorized to close in Cleveland, Ohio.

Federal Funds Effective Rate: For any day, the rate per annum (rounded upward to the nearest One One-Hundredth of One Percent (1/100 of 1%)) announced by the Federal Reserve Bank of Cleveland on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the “Federal Funds Effective Rate.”

LIBOR Business Day: A Business Day on which dealings in U.S. dollars are carried on in the London Interbank Market.

LIBOR Rate: For any LIBOR Rate Interest Period, the average rate (rounded upwards to the nearest 1/16th) as shown by Reuters at which deposits in U.S. dollars are offered by first class banks in the London Interbank Market at approximately 11:00 a.m. (London time) on the day that is two (2) LIBOR Business Days prior to the first day of such LIBOR Rate Interest Period with a maturity approximately equal to such LIBOR Rate Interest Period and in an amount approximately equal to the amount to which such LIBOR Rate Interest Period relates, adjusted for reserves and taxes if required by future regulations. If Reuters no longer reports such rate or Mortgagor determines in good faith that the rate so reported no longer accurately



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reflects the rate available to KeyBank National Association in the London Interbank Market, Mortgagor may select a replacement index.

LIBOR Rate Interest Period: With respect to each amount of the Loan bearing interest at a LIBOR based rate, a period of one month, to the extent deposits with such a maturity are available to Lender, commencing on a LIBOR Business Day, as selected by Mortgagor provided, however, that (a) any LIBOR Rate Interest Period which would otherwise end on a day which is not a LIBOR Business Day shall continue to and end on the next succeeding LIBOR Business Day, unless the result would be that such LIBOR Rate Interest Period would be extended to the next succeeding calendar month, in which case such LIBOR Rate Interest Period shall end on the next preceding LIBOR Business Day, (b) any LIBOR Rate Interest Period which begins on a day for which there is no numerically corresponding date in the calendar month in which such LIBOR Rate Interest Period would otherwise end shall instead end on the last LIBOR Business Day of such calendar month and (c) Mortgagor may not elect a LIBOR Rate Interest Period which would end after the Scheduled Maturity Date.

LIBOR Rate Margin: Two and One-Tenth Percent (2.1%) (210 basis points) per annum.

Prime Rate: That interest rate established from time to time by KeyBank National Association as its prime rate, whether or not such rate is publicly announced; the Prime Rate may not be the lowest interest rate charged by KeyBank National Association for commercial or other extensions of credit.

Prime Rate Margin: Zero Percent (0%) per annum.

Reserve Percentage: For any LIBOR Rate Interest Period, that percentage which is specified three (3) Business Days before the first day of such LIBOR Rate Interest Period by the Board of Governors of the Federal Reserve System (or any successor) or any other governmental or quasi-governmental authority with jurisdiction over a Lender for determining the maximum reserve requirement (including, but not limited to, any marginal reserve requirement) for a Lender with respect to liabilities constituting of or including (among other liabilities) Eurocurrency liabilities in an amount equal to that portion of the Loan affected by such LIBOR Rate Interest Period and with a maturity equal to such LIBOR Rate Interest Period.