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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1314916005 **Fee:** \$110.00
RHSP Fee:\$10.00 Affidavit Fee:
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 05/29/2013 10:27 AM Pg: 1 of 37

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 08-16-100-034-0000

Address:

Street: 1701 and 1337 West Golf Road

Street line 2:

City: Rolling Meadows

State: IL

ZIP Code: 60008

Lender: AAREAL CAPITAL CORPORATION, as agent for Lenders

Borrower: WSC-GSP CT HOLDINGS VII, L.L.C.

Loan / Mortgage Amount: \$53,725,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 7/70 et seq. because it is commercial property.

Certificate number: A1F165C4-71B3-4D8F-8C18-851104654415

Execution date: 05/23/2013

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DOCUMENT PREPARED BY ~~AND~~
~~WHEN RECORDED, RETURN TO:~~

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Warren J. Bernstein, Esq.

After Recording, Return to:
First American Title Insurance Company
Attn: Katherine Hahn
30 N. LaSalle St, Suite 2700
Chicago, IL 60602

NCS-594106

Property of Cook County Clerk's Office

WSC-GSP CT HOLDINGS VII, L.L.C.
(Mortgagor)

to

AAREAL CAPITAL CORPORATION, as agent for Lenders, as mortgagee
(Mortgagee)

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

Dated: May 23, 2013

Location: 1701 Golf Road
Rolling Meadows, Illinois

County: Cook

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This **MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS** (this "Mortgage"), dated as of May 23, 2013, is made by **WSC-GSP CT HOLDINGS VII, L.L.C.**, a Delaware limited liability company, having an address at c/o Walton Street Capital, L.L.C., 900 North Michigan Avenue, Suite 1900, Chicago, Illinois 60611 ("Mortgagor"), for the benefit of **AAREAL CAPITAL CORPORATION**, a Delaware corporation, having offices at 250 Park Avenue, Suite 820, New York, New York 10177, as agent for Lenders (as defined below) (in such capacity, "Mortgagee"), as more particularly set forth in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, Mortgagor is the owner of those certain fee interests in land lying and being situated in the City of Rolling Meadows, Cook County, Illinois, and more particularly described on Exhibit A hereto;

WHEREAS, this Mortgage is given to secure a loan (the "Loan") in the original principal amount of up to \$53,725,000.00 pursuant to that certain Loan Agreement, dated as of the date hereof, among Mortgagor, Mortgagee, and certain lenders from time to time party thereto (collectively, the "Lenders") (the "Loan Agreement") and evidenced by that certain Promissory Note dated as of the date hereof made by Mortgagor in favor of Mortgagee in the original principal amount of the Loan (the "Note"); and

WHEREAS, as a condition precedent to Lenders making and Mortgagee administering the Loan, Mortgagor has agreed to execute and deliver this Mortgage to Mortgagee in order to create a first lien on the Mortgaged Property (as defined below) and to better secure Mortgagor's performance of Mortgagor's obligations under the Loan Documents, including the payment of all Obligations (as defined below) when due pursuant to the Note, the Loan Agreement, this Mortgage, the Assignment of Leases and Rents and the other Loan Documents executed by Mortgagor in favor of Mortgagee dated as of the date hereof.

GRANTING CLAUSE

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, including Mortgagee's and Lenders' entering into the Loan Agreement, the receipt and legal sufficiency of which are hereby expressly acknowledged by all parties, to secure the full and complete payment of the principal, Interest, Additional Interest and other sums payable pursuant to the Note, the Loan Agreement, this Mortgage and the other Loan Documents and the full and complete payment and performance of the Obligations, including Mortgagor's performance of Mortgagor's obligations pursuant to the Note, the Loan Agreement and the other Loan Documents, Mortgagor does hereby grant, pledge, mortgage, warrant, deed, sell, transfer, assign, and convey to Mortgagee, and grants to Mortgagee a security interest in all of the following, subject only to the Permitted Encumbrances (collectively, the "Mortgaged Property"):

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All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to the following described properties and interests and all replacements or substitutes therefor and all products and proceeds thereof, and accessions thereto, and whether held to be real or personal property, tangible or intangible, whether now or hereafter acquired:

(a) Premises. Those certain tracts of land described in Exhibit A attached hereto together with all streets, vaults or alleys (open or proposed), strips and gores adjoining or appurtenant to such land, and underlying roadways or public rights-of-way or otherwise (collectively, the "Land") and all of the buildings, improvements, structures, Personal Property, amenities, fixtures and personal property and any additions or alterations thereto or replacements thereof which are now existing or are hereafter constructed and/or installed upon the Land (collectively, the "Improvements"), including all estates, easements, licenses, interests, rights, rights of way, water rights, mineral rights, titles, powers, appurtenances and privileges of every kind and character which Mortgagor now has or at any time hereafter acquires, in and to the Land and the Improvements (all of the foregoing, collectively, the "Premises");

(b) Leases. All present and future ground leases, space leases, occupancy agreements, subleases, licenses, permits, concessions or other agreements or arrangements, whether oral or written, and all present and future agreements for the use or occupancy of all or any portion of the Premises, together with any and all extensions or renewals thereof (collectively, "Leases");

(c) Rents. All rents, royalties, revenues, issues, bonuses, income, receipts, accounts, accounts receivable, reimbursements, deposits, profits and other benefits now due, past due, or which may become due, or to which Mortgagor may now or hereafter become entitled, or may demand or claim, additional, percentage, participation and other rentals, fees and deposits, including common area, tax and other expense reimbursement payments, arising or issuing from or out of the Leases or the Premises, including cash, securities or letters of credit deposited thereunder to secure performance by the Lessees of their obligations thereunder, including under any Lease Guaranties (as defined below) or Lease Security (as defined below), and any interest accrued thereon or dividends payable to the holders thereof, any premium or other consideration payable by any Lessee for or upon the cancellation, termination or modification of a Lease, or arising or issuing from or out of the Premises or any part thereof or interest therein; together with any and all rights which Mortgagor may have with respect to rent insurance proceeds or business interruption insurance proceeds, and settlements, judgments and bankruptcy claims with respect to unpaid rents or the rejection or termination of any Lease, including any amounts received by Mortgagor, or on Mortgagor's behalf, in connection with any termination, cancellation or surrender of any Lease, whether occurring as a result of a default by a Lessee under the applicable Lease, by agreement of Mortgagor and such Lessee, by the terms of the applicable Lease or in connection with any bankruptcy or other insolvency proceeding of such Lessee; and the rents and other sums payable to Mortgagor in connection with the underletting of space covered under any Lease and any consideration payable to Mortgagor in connection with the assignment of any Lease (collectively, the "Rents");

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(d) Lease Security and Lease Guaranties. All security deposits for the performance of a Lessee's obligations under any Lease, including any letter of credit or other instrument given as a security deposit (or in lieu of a cash security deposit) under any Lease ("Lease Security") and all guaranties given to secure the performance by a Lessee of any of its obligations under any Lease ("Lease Guaranties");

(e) Premises Documents. All reciprocal easement or operating agreements, declarations, development agreements, developer's or utility agreements, and any similar such agreements or declarations now or hereafter affecting the Premises or any part thereof, including those described in Exhibit B attached hereto (the "Premises Documents");

(f) Personal Property. To the extent owned by Mortgagor, all fixtures, fittings, appliances, apparatus, equipment, machinery, furnishings and any other tangible or intangible personal property, now or hereafter attached or affixed to, placed upon or used in any way in connection with the use, enjoyment, operation or occupancy of the Premises, including, all heating air conditioning, incinerating, refrigerating, monitoring, water, cleaning and communications apparatus and equipment whatsoever, all computers, computer software, televisions, systems, photocopiers, telecopiers, medical equipment, fire sprinkler and alarm systems, all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ranges, cooking utensils and apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing and prevention apparatus, gas and electrical fixtures, elevators, escalators, partitions, built-in mirrors, planters, shelves, spotlighting equipment, lockers, cabinets, window covering and all hardware therefor, carpeting and other floor covering, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, lighting fixtures, lamps, bulbs, electrical and other signs, office furniture, window shades, blinds, screens, storm sash, awnings, furnishings and artwork in public spaces, halls and lobbies, and shrubbery and plants (and including, all interest of Mortgagor in any of such items, at any time acquired under any security agreement, conditional sale contract, chattel mortgage or other security instrument), located on the Premises (collectively, the "Personal Property");

(g) Insurance Proceeds. All proceeds or awards payable or to be payable under each policy of insurance relating to the Premises, including the Insurance Policies, and any returned, refunded or rebated premiums in connection therewith;

(h) Condemnation Awards. All rights or awards due to Mortgagor arising out of any eminent domain or condemnation proceedings for the taking or for loss of value of any of the Premises or any proceeds of any suit or action;

(i) Mineral and Development Rights, Etc. All estates, easements, rights, rights of way, licenses, timber to be cut, water rights, mineral rights, as-extracted collateral, privileges and appurtenances including additional development rights and air rights, now or hereafter belonging to or in any way appertaining to the Premises;

(j) Utility Deposits. All monetary deposits which Mortgagor has been, or may be, required to give to any public or private utility with respect to utility services furnished, or to be furnished, to the Premises;

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(k) Permits. All certificates, including certificates of occupancy and certificates of compliance, authorizations, franchises, consents and approvals given by and licenses and permits issued by Governmental Authorities, and other rights and privileges issued by any and all Governmental Authorities and any other Persons in connection with the ownership, operation, construction, use, management, leasing or occupancy of the Premises;

(l) Tests, Studies, Etc. All environmental tests, studies and reports, current and future environmental claims and rights of action including tort claims and rights of indemnity and contribution under any Environmental Law against the prior owners, neighboring owners, tenants, consultants, advisors and third parties;

(m) Contracts of Sale. All contracts of sale and options relating to the acquisition or disposition by Mortgagor of any portion of the Premises, and all amendments, modifications, renewals, expansions and supplements thereto;

(n) Contracts and Agreements. All contracts, instruments, bonds, equipment leases, and agreements now or hereafter entered into by or on behalf of Mortgagor with any party with respect to (i) the management, leasing, promotion, marketing, development, construction, operation or sale of any portion of the Premises, including that certain Management Agreement dated as of the date hereof between Mortgagor and GlenStar Asset Management, LLC, an Illinois limited liability company, as the same may be amended from time to time and that certain Exclusive Leasing Agency Agreement dated as of the date hereof between Mortgagor and GlenStar Properties, LLC, an Illinois limited liability company, as the same may be amended from time to time (ii) the ownership, use or occupancy of the Premises, and (iii) the construction (original, restorative or otherwise) of any of the Premises, or the furnishing of any materials, supplies, furnishings, fixtures, equipment or labor in connection with any such construction (including all right, title, and interest of Mortgagor in, to, and under any subcontracts in connection with such construction); and all other contracts, instruments, bonds, equipment leases, and agreements now or hereafter affecting the Premises, and all amendments, modifications, renewals, expansions and supplements thereto, and all rights to receive liquidated or other damages under the foregoing;

(o) Plans. All of the plans, specifications, and drawings (including plot plans, foundation plans, utility facilities plans, floor plans, elevations plans, framing plans, cross-sections of walls plans, mechanical plans, electrical plans, architectural and engineering plans and specifications, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer with respect to any of the Premises and all amendments, modifications, renewals, expansions and supplements thereto;

(p) Interest Rate Protection Agreements. Any interest rate protection arrangement to which Mortgagor is a party, including any Lender Interest Rate Protection Agreement, and all agreements, instruments, documents and contracts now or hereafter entered into by Mortgagor with respect to any such interest rate protection arrangement, including any Lender Interest Rate Protection Agreement;

(q) Trademarks, Etc. All trademarks, tradenames, logos, servicemarks, licenses, franchises, symbols and other intangibles, and all goodwill, books and records,

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correspondence, files and advertising materials and other documents, now or hereafter obtained, produced or entered into, as the case may be, and all rights therein, in all cases, with respect to the use, occupancy, possession, operation, management, construction, leasing, maintenance, marketing and ownership of the Premises;

(r) Accounts. Every deposit account including the entire balance therein (now or hereafter existing) of Mortgagor with Mortgagee (or any agent, affiliate, or subsidiary of Mortgagee) or any other banking or financial institution, and any other claim of Mortgagor against Mortgagee (now or hereafter existing) and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Mortgagor;

(s) Books and Records. All books, records and computer software concerning the foregoing;

(t) UCC Rights. All rights of Mortgagor under promissory notes, letters of credit, electronic chattel paper, proceeds (including those from accounts), goods, documents, instruments, negotiable documents, payment intangibles, and general intangibles related to the Premises, as the terms "accounts", "general intangibles", and "payment intangibles" are defined in the applicable Uniform Commercial Code Article 9, as the same may be modified or amended from time to time;

(u) Products and Proceeds. All products and proceeds of all or any portion of the foregoing, including the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds of real estate taxes and assessments; and

(v) Other Personal Property. Any other personal property now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, hereditaments and appurtenances in anyway appertaining or belonging thereto, unto Mortgagee and Mortgagee's successors and assigns, for the uses and purposes hereinafter set forth, FOREVER, to secure payment to Mortgagee of the Obligations at the time and in the manner provided for its payment in the Loan Agreement, the Note, in this Mortgage, and in the other Loan Documents;

FOR THE PURPOSE OF SECURING the payment of the original principal indebtedness of all principal, together with all accrued and unpaid interest and the payment and performance of all other Obligations, including any protective advances made by Mortgagee under the Loan Documents and permitted thereunder, and all modifications, amendments, additions and extensions thereof.

THIS MORTGAGE shall also constitute a security agreement with respect to, and Mortgagor hereby grants to Mortgagee, as secured party, a security interest in, all of those portions of the Mortgaged Property which are or may be subject to the provisions of the applicable Uniform Commercial Code. Portions of the Mortgaged Property are or may become fixtures or real property. This Mortgage also constitutes a financing statement filed as a fixture

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filing for purposes of the applicable Uniform Commercial Code in the real property records of Cook County, Illinois, with respect to any and all fixtures comprising the Mortgaged Property. The “debtor” is WSC-GSP CT Holdings VII, L.L.C. and the “secured party” is Aareal Capital Corporation, as agent. The collateral is as described in the granting clause of this Mortgage, and the addresses of the debtor and secured party are the addresses stated in Section 5.11 of this Mortgage for notices to such parties. The organization identification number of the debtor in Delaware is 5304337 and the owner of record of the Land is WSC-GSP CT Holdings VII, L.L.C.

TO THE EXTENT that any of the Mortgaged Property is not subject to the Uniform Commercial Code and is not real property pursuant to applicable law, Mortgagor hereby assigns to Mortgagee all of Mortgagor’s right, title and interest in and to the Mortgaged Property to secure the Obligations.

ARTICLE I.

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Loan Agreement. For purposes of this Mortgage, the following terms shall have the respective meanings set forth in this Article I:

“Affiliate” means, with respect to any Person, any other Person:

(a) which directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such Person or is an officer or director of such Person; or

(b) which, directly or indirectly, beneficially owns or holds ten percent (10%) or more of any class of stock or any other ownership interest in such Person; or

(c) which is a member of the family (as defined in Section 267(c)(4) of the IRC) of such Person or which is a trust or estate, the beneficial owners of which are members of the family (as defined in Section 267(c)(4) of the IRC) of such Person; or

(d) which directly or indirectly is a general partner, Controlling shareholder, managing member, officer, director or employee of such Person.

“Bankruptcy Code” means Title 11 of the United States Code, as in effect from time to time.

“Control” (and its correlative meanings) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of stock, by contract or otherwise.

“Event of Default” has the meaning set forth in Section 3.1 hereof.

“Environmental Laws” collectively means and includes all present and future laws and any and all amendments (whether common law, statute, rule, order, decree, regulation,

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ordinance, resolution, code or otherwise), permits, and other requirements of governmental authorities, whether federal, state or local, applicable to the Premises or Mortgagor and relating to environmental conditions or to any Hazardous Substance or Hazardous Substance Activity.

“Governmental Authority” means any federal, state, county, municipal, parish, provincial or other government, or any department, commission, board, court, agency, committee, or quasi governmental unit whether of the United States of America or any other country, or any instrumentality of any of them, or any other political subdivision thereof.

“Hazardous Substance” means, at any time, to the extent regulated by Environmental Laws (i) friable asbestos and any asbestos containing material, (ii) any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a “hazardous substance”, “hazardous material”, “hazardous waste”, “infectious waste”, “toxic substance”, “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or “EP toxicity”, (iii) any petroleum (excluding amounts stored or used in the ordinary course of business) and drilling fluids, produced waters, and other hazardous wastes associated with the exploration, development, processing or production of crude oil, natural gas, or geothermal resources and (iv) petroleum products (excluding amounts stored or used in the ordinary course of business), polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, mold and mildew.

“Hazardous Substance Activity” means any actual or alleged use, packaging, labeling, treatment, leaching, presence, possession, spill, cleanup, storage, holding, existence, release, emission, discharge, generation, processing, refining, abatement, removal, disposition, handling, transferring or transportation of any Hazardous Substance from, in, under, above, into or on the Premises or any other Mortgaged Property, or otherwise being in the possession of Mortgagor, whether or not known to Mortgagor, whether foreseeable or unforeseeable, and, except as otherwise provided herein, regardless of the source or time of occurrence of such use, packaging, labeling, treatment, leaching, presence, possession, spill, cleanup, storage, holding, existence, release, emission, discharge, generation, processing, refining, abatement, removal, disposition, handling, transferring or transportation.

“Improvements” has the meaning set forth in the Granting Clause of this Mortgage.

“Land” has the meaning set forth in the Granting Clause of this Mortgage.

“Lease Guaranty” has the meaning set forth in the Granting Clause of this Mortgage.

“Lease Security” has the meaning set forth in the Granting Clause of this Mortgage.

“Leases” has the meaning set forth in the Granting Clause of this Mortgage.

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“Lessee” means a lessee, sublessee, tenant, subtenant, licensee, concession holder or other Person having the right to use or occupy all or any portion of the Premises pursuant to a Lease or otherwise.

“Loan Agreement” has the meaning set forth in the recitals hereto.

“Mortgage” has the meaning set forth in the first paragraph of this Mortgage.

“Mortgaged Property” has the meaning set forth in the Granting Clause of this Mortgage.

“Mortgagee” has the meaning set forth in the first paragraph of this Mortgage.

“Mortgagor” has the meaning set forth in the first paragraph of this Mortgage.

“Note” has the meaning set forth in the recitals hereto.

“Person” means any individual, corporation, limited liability company, general partnership, limited partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

“Personal Property” has the meaning set forth in the Granting Clause of this Mortgage.

“Premises” has the meaning set forth in the Granting Clause of this Mortgage.

“Premises Documents” has the meaning set forth in the Granting Clause of this Mortgage.

“Rents” has the meaning set forth in the Granting Clause of this Mortgage.

Section 1.2 Other Definitional Provisions. For purposes of this Mortgage:

(a) Defined terms used in the singular shall import the plural and vice versa.

(b) The words “hereof,” “herein,” “hereunder” and similar terms when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage.

(c) The words “include” and “including” wherever used in this Mortgage shall be deemed to be followed by the words “without limitation.”

(d) All agreements or instruments referred to in this Mortgage shall mean such agreements or instruments as the same may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms and conditions thereof and of this Mortgage and the other Loan

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Documents. Each of the Loan Documents executed by Mortgagor is incorporated by reference into this Mortgage.

ARTICLE II.

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Incorporation by Reference. Without limiting the scope of Section 1.2(d) hereof, all of the representations, warranties and covenants contained in the Loan Agreement are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of the Loan Agreement and the provisions of this Mortgage, the provisions of the Loan Agreement shall govern.

Section 2.2 Title; Covenant Against Transfers. Mortgagor is the sole legal and beneficial owner of a fee simple interest in the Premises, subject to no Liens or encumbrances other than the Permitted Encumbrances. Mortgagor owns the Personal Property, the Leases, the Rents and all other personal property encumbered by this Mortgage free and clear of all Liens and encumbrances other than Permitted Encumbrances. Except as expressly permitted by the Loan Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, transfer, sell, lease, convey, exchange, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any portion of, or any direct or indirect interest in, the Mortgaged Property or in Mortgagor or its beneficial owners.

Section 2.3 Limitation on Indebtedness. Mortgagor shall not incur, create, contract for, waive, assume, have outstanding, guaranty or otherwise become liable with respect to Indebtedness except as expressly permitted by the Loan Agreement.

ARTICLE III.

EVENTS OF DEFAULT AND REMEDIES

Section 3.1 Definition of Event of Default. The term "Event of Default" shall mean the occurrence of an "Event of Default" pursuant to the Loan Agreement.

Section 3.2 Remedies. In addition to any other rights and remedies which Mortgagee may have under this Mortgage, the Loan Agreement and the other Loan Documents or pursuant to law or equity, and without limitation thereof, upon and at any time after the occurrence and during the continuance of any Event of Default, Mortgagee, at any time may take such lawful action as Mortgagee deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(a) declare the whole of the principal sum of the Loan, Interest, Additional Interest, along with any other sum payable under the Note, the Loan Agreement, this Mortgage and any other Loan Document to be immediately due and payable without presentment, demand, protest, notice of protest and non-payment or other notice of default or

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notice of acceleration or notice of intention to accelerate or other notice of any kind (except such notices as are expressly required under the Loan Agreement and/or other Loan Documents), all of which are hereby waived by Mortgagor and all other parties obligated in any manner whatsoever on the Obligations;

(b) enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys, and dispossess Mortgagor and its agents and employees therefrom, and thereupon Mortgagee may (i) use, operate, manage, lease, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat on such terms and for such period as Mortgagee shall determine, (ii) complete any construction on the Mortgaged Property in such manner and form as Mortgagee deems reasonably necessary as permitted pursuant to the Loan Agreement or the other Loan Documents, (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property as Mortgagee shall reasonably determine, (iv) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Mortgaged Property and every part thereof and as otherwise may be set forth in the Assignment of Leases and Rents, and (v) apply the receipts from the Mortgaged Property to the payment of the indebtedness secured thereby, in the order and manner set forth in the Loan Agreement and the Note after deducting therefrom all reasonable out-of-pocket expenses (including attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Mortgaged Property. If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to the Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Mortgagee, within ten (10) Business Days after demand, all reasonable out-of-pocket costs and expenses of obtaining such judgment or decree and all such out-of-pocket costs and expenses shall, until paid, be secured by the lien of this Mortgage. Mortgagee, at its election, and without notice to Mortgagor, may, to preserve its interest in the Mortgaged Property, make any payments which the Mortgagor has failed to make under any Permitted Encumbrance, and any such sums so paid shall be secured hereby and be due and payable from Mortgagor within ten (10) Business Days after demand of Mortgagee. Such payments by Mortgagee shall not release Mortgagor from Mortgagor's obligations or constitute a waiver of Mortgagor's default hereunder. Mortgagee shall surrender possession of the Mortgaged Property to the Mortgagor only when all that is due upon such interest and principal, including, without limitation, the principal balance of the Note following acceleration thereof, tax and insurance deposits, and all amounts under any of the terms of this Mortgage, shall have been paid in full;

(c) institute material proceedings for the foreclosure of this Mortgage in accordance with the IMFL (as defined in Section 6.3 hereof);

(d) with or without entry and, to the extent permitted, and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of

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this Mortgage for the portion of the indebtedness secured hereby then due and payable, subject to the lien of this Mortgage continuing unimpaired and without loss of the priority so as to secure the balance of the indebtedness secured hereby not then due;

(e) intentionally omitted;

(f) institute an action, suit or proceeding in equity for the specific performance of any covenants, conditions or agreements contained herein or in the Note, the Loan Agreement or any other Loan Document;

(g) subject to the provisions of Section 5.14 below, recover judgment on the Note or any guaranty in one or more actions which may be primary or for a deficiency either before, during, after or in lieu of any proceedings for the enforcement of this Mortgage;

(h) in accordance with applicable law, apply for the appointment of a receiver of the Mortgaged Property, ex parte, without notice or hearing, which notice and hearing Mortgagor expressly waives, and without regard for the adequacy of the security for the indebtedness secured hereby and without regard for the solvency of Mortgagor, any guarantor or of any Person liable for the payment of the indebtedness secured hereby and Mortgagor hereby consents to the appointment of such a receiver, and will not oppose any such appointment;

(i) exercise any other rights or remedies as Mortgagee may have under any of the other Loan Documents; or

(j) pursue such other legal or equitable remedies as Mortgagee or may have under applicable law, including all rights and remedies under the applicable Uniform Commercial Code.

Section 3.3 Actions for Possession. Upon the occurrence and during the continuance of an Event of Default, without limiting the rights of Mortgagee pursuant to Section 3.2 hereof, Mortgagee may further, to the extent not prohibited by applicable law, by summary proceedings, initiate an action for possession or otherwise, dispossess any Lessee then or thereafter in default in the payment of any Rent or other charge for the use thereof, and Lessee whose leasehold estates or rights to use the Mortgaged Property are subordinate to the lien of this Mortgage, whether or not any such Lessee is so in default.

Section 3.4 Intentionally Omitted.

Section 3.5 Surrender of Insurance Policies. In the event of the transfer of the Mortgaged Property pursuant to a foreclosure, deed in lieu of foreclosure, or otherwise, and subject to the terms and conditions of the Loan Agreement, Mortgagee may surrender the insurance policies maintained pursuant to the terms of the Loan Documents, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and in connection therewith, Mortgagor hereby authorizes Mortgagee to collect such premiums.

Section 3.6 Retention of Mortgaged Property. Mortgagee may retain any portion of the Mortgaged Property which does not constitute real property, or part thereof, in

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satisfaction of the Obligations, or part thereof, whenever the circumstances are such that Mortgagee is entitled to do so under the applicable Uniform Commercial Code.

Section 3.7 Purchase of the Mortgaged Property. Mortgagee may buy the Mortgaged Property, or any part thereof, at any public sale or judicial sale. Mortgagee may also buy the Mortgaged Property, or any part thereof, at any private sale if the Mortgaged Property, or part thereof, being sold is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations. In lieu of paying cash for the purchase of the Mortgaged Property pursuant to this or any other clause herein, Mortgagee may make settlement for the purchase price by crediting upon the indebtedness secured by this Mortgage the net sales price after deducting therefrom the reasonable out-of-pocket expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage.

Section 3.8 Sale of the Mortgaged Property. Upon the completion of any sale or sales made by Mortgagee under this Mortgage, Mortgagee or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, granting, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold without any covenants, warranties or representations. Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be reasonably necessary, in the judgment of Mortgagee, for such purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Mortgage, whether made under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, either from, through or under Mortgagor.

Section 3.9 Adjournment of Sale of Mortgaged Property. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned, provided an Event of Default is then continuing.

ARTICLE IV.

LEASES AND RENTS

Section 4.1 Compliance. Mortgagor shall comply with all of the terms, covenants and conditions in the Loan Agreement, this Mortgage and the other Loan Documents with respect to the Leases and Rents.

Section 4.2 Leases. Except as otherwise set forth in Section 6.10 of the Loan Agreement, Mortgagor shall not (a) enter into, amend, modify, extend, renew, restate or

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supplement any Lease, (b) terminate or accept a surrender or shorten the term of, reduce the payment of the rent under, materially modify any of the provisions of, or grant any material consent (except to the extent such consent is given pursuant to the terms of such Lease) or waiver under, any Lease, (c) terminate, modify, grant any waiver under or otherwise amend any guaranty provided with respect to a Lease, in each case without the prior written consent of Mortgagee or (d) accept the payment of Rent under any Lease more than one (1) month in advance (exclusive of any security deposit received in connection therewith).

Section 4.3 Assignment.

(a) Mortgagor does hereby absolutely, presently, unconditionally and irrevocably grant, transfer, convey and assign to Mortgagee all of Mortgagor's right, title and interest in and to all Leases, Rents, Lease Guaranties and Lease Security, subject, however, to the license granted by Mortgagee to Mortgagor in Section 4.3(b) hereof. This assignment of Leases, Rents, Lease Guaranties and Lease Security constitutes an absolute, irrevocable and present assignment, subject to the grant of a license by Mortgagee to Mortgagor to collect and use such Rents and, subject to the terms of the Loan Documents, take all actions of landlord under the Leases, Lease Guaranties and Lease Security in accordance with Section 4.3(b) hereof. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at its option, revoke such license by notice to Mortgagor, and all Rents collected and held by Mortgagor after the occurrence and during the continuance of such Event of Default shall be paid over to Mortgagee and applied as provided in the Loan Agreement. Such licenses shall be deemed automatically reinstated at such time as the Event of Default no longer exists. The assignment contained in this Section 4.3 shall be fully operative without any further action on the part of either party and Mortgagee shall be entitled, at its option, upon the occurrence and during the continuance of an Event of Default, to all Rents, which Rents upon the occurrence and during the continuance of an Event of Default, shall be held by Mortgagor as trustee for the benefit of Mortgagee only, whether or not Mortgagee shall take possession of the Premises. Notwithstanding the foregoing, Mortgagee may at any time upon the occurrence and during the continuance of an Event of Default, notify each and/or any Lessee of the assignment granted hereunder.

(b) So long as Mortgagee has not revoked the license to collect and use Rents described in Section 4.3(a) hereof by reason of the occurrence and continuance of an Event of Default, or if such license has been revoked and then reinstated pursuant to Section 4.3(a) hereof, Mortgagor shall have the right, subject to the terms and conditions of the Loan Agreement, this Mortgage and the Assignment of Leases and Rents, to operate and manage the Premises and collect and receive all Rents for application in accordance with the Loan Agreement and the other Loan Documents and, subject to the terms of the Loan Documents, to take any other actions of landlord under the Leases, Lease Guaranties and Lease Security as Mortgagor shall elect.

Section 4.4 Debtor Relief Laws.

(a) Without limiting the generality of any provision of this Article IV, if a proceeding under the Bankruptcy Code is commenced by or against Mortgagor, then, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this

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Mortgage shall automatically extend to all Rents acquired by Mortgagor after the commencement of the case and such Rents shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

(b) During the continuation of any Event of Default, Mortgagee shall have the right, but not the obligation, to file in its own name or on behalf of Mortgagor, any proof of claim in any bankruptcy or insolvency proceeding in which the debtor is a Lessee or guarantor under a Lease Guaranty.

ARTICLE V.

MISCELLANEOUS

Section 5.1 Release of Mortgage. If the Obligations are paid and performed in full, then this Mortgage shall, at Mortgagor's request either be satisfied of record or assigned, without recourse, pursuant to an instrument reasonably acceptable to Mortgagee, to another lender designated by Mortgagor at Mortgagor's request and expense, but shall remain in full force and effect until so satisfied, in each case at the expense of Mortgagor, including the payment of reasonable attorneys' fees and disbursements in connection with such satisfaction or assignment. Upon any such satisfaction or assignment, Mortgagee shall, automatically and without the need for any further documentation, be absolutely and unconditionally released from any and all claims or liabilities in connection with the Loan. In addition, Mortgagor hereby indemnifies and agrees to hold Mortgagee harmless from and against any and all third-party claims and liabilities arising out of the satisfaction or assignment hereof, such indemnification to survive any such satisfaction or assignment.

Section 5.2 Rights Cumulative. All rights, remedies, powers, privileges and liens expressly conferred by the Loan Documents are cumulative of all other rights, remedies, powers, privileges and liens herein, or by law or in equity provided, or provided in any other Loan Documents, and shall not be deemed to deprive Mortgagee of any such other legal or equitable rights, remedies, powers, privileges and liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this Mortgage, the Note and the other Loan Documents, and the employment of any rights, remedies, powers and privileges hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate rights, remedies, powers and privileges.

Section 5.3 Amendments, Waivers, Consents and Approvals. No failure or delay of Mortgagee in exercising any power, right or remedy hereunder or to demand payment for any sums due pursuant to this Mortgage or any other Loan Document, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any provision of this Mortgage or in any of the other Loan Documents or consent to any departure by Mortgagor or any other Person therefrom shall in any event be effective unless signed in writing by Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Consents, approvals and waivers granted by Mortgagee for any matters covered under this Mortgage or any Loan Document shall not be

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effective unless signed in writing by Mortgagee, and such consents, approvals and waivers shall be narrowly construed to cover only the parties and facts identified in any such consent, approval or waiver. No notice or demand on Mortgagor or any other Person in any case shall entitle Mortgagor or such Person to any other or further notice or demand in similar or other circumstances (except such notices as are expressly required under the Loan Documents). Unless expressly provided to the contrary, any consents, approvals or waivers of Mortgagee or Lenders pursuant to this Mortgage or any other Loan Documents shall be granted or withheld in Mortgagee's or Lenders' sole discretion, as the case may be. No amendment, modification or termination of any provision of this Mortgage shall be effective unless in writing and signed by Mortgagor and Mortgagee.

Section 5.4 Other Waivers. Mortgagor hereby waives: (a) all rights of marshaling in the event of any foreclosure of the liens hereby created; (b) the benefit of all appraisal, valuation, stay, extension and redemption laws now or hereafter in force; and (c) upon any Event of Default, the applicability of any implied covenant of good faith and fair dealing.

Section 5.5 Severability. In the event any one or more of the provisions contained in this Mortgage or in any other Loan Document should be held invalid, illegal or unenforceable in any respect in a particular jurisdiction or as to particular Persons or circumstances, the validity, legality and enforceability of the remaining provisions contained herein or therein (or the effectiveness of the invalid, illegal or unenforceable provision in a different jurisdiction or as to different Person or circumstances) shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. If the rights, remedies, powers, privileges and liens created by this Mortgage shall be invalid or unenforceable as to any part of the Obligations, then the unsecured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Obligations, and all payments made on the Obligations shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligations.

Section 5.6 Binding Effect; Covenants Running with the Land. The provisions of this Mortgage shall be binding upon Mortgagor and Mortgagee, where applicable, and their respective successors and assigns, and shall inure to the benefit of Mortgagee, and its respective successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

Section 5.7 Intentionally Omitted.

Section 5.8 Financing Statement. Mortgagee shall have the right at any time to file this Mortgage as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Mortgage against Mortgagor in any respect whatsoever. A carbon, photographic, or other reproduction of this Mortgage, or any financing statement relating to this Mortgage, shall be sufficient as a financing statement.

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Section 5.9 References. All references to “Article,” “Articles,” “Section,” “Sections,” “Subsection,” or “Subsections” contained herein are, unless specifically indicated otherwise, references to articles, sections and subsections of this Mortgage.

Section 5.10 Captions. The captions, headings, and arrangements used in this Mortgage are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 5.11 Notices. Any notice, demand, request, consent, approval or other communication, which any party hereto may be required or may desire to give hereunder, shall be made in accordance with Section 10.11 of the Loan Agreement to the party to whom notice is being given, in any of the foregoing cases at the address set forth below:

If to Mortgagor: WSC-GSP CT Holdings VII, L.L.C.
 c/o Walton Street Capital
 900 North Michigan Avenue
 Suite 1900
 Chicago, Illinois 60611
 Attention: Angela Lang and Douglas J. Welker

with a copy similarly delivered to:

Pircher, Nichols and Meeks
 1925 Century Park East
 Suite 1700
 Los Angeles, California 90067
 Attention: Real Estate Notices (SCS/MJM)

If to Mortgagee: Aareal Capital Corporation
 250 Park Avenue, Suite 820
 New York, New York 10177
 Attention: Credit Department, Daniel De Roo

with copies similarly delivered to:

Aareal Capital Corporation
 250 Park Avenue, Suite 820
 New York, New York 10177
 Attention: Alan Griffin, Esq.

with copies similarly delivered to:

Kaye Scholer LLP
 425 Park Avenue
 New York, New York 10022
 Attention: Warren J. Bernstein, Esq.

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Any party may change its address for purposes of this Mortgage by giving notice of such change to the other parties pursuant to this Section 5.11. All such notices, certificates, demands, requests, approvals, waivers and other communications given pursuant to this Section 5.11 shall be effective when received or refused at the address specified as aforesaid.

Notwithstanding any provision contained herein or in any of the other Loan Documents to the contrary, in the event that Mortgagee shall fail to give any notice to any Person under this Mortgage, the sole and exclusive remedy for such failure shall be to seek appropriate equitable relief to enforce this Mortgage to give such notice and to have any action of such Person postponed or revoked and any proceedings in connection therewith delayed or terminated pending the giving of such notice by Mortgagee, and no Person shall have any right to damages (whether actual or consequential) or any other type of relief against Mortgagee not specifically provided for herein, all of which damages or other relief are hereby expressly waived. The foregoing is not intended and shall not be deemed under any circumstances to require Mortgagee to give notice of any type or nature to any Person except as expressly required hereby or thereby, or by applicable Legal Requirements.

Section 5.12 Governing Law. This Mortgage shall be governed by, and construed in accordance with, the substantive and procedural laws of the state where the Premises are located.

Section 5.13 Relationship. Nothing contained in this Mortgage, the Note, the Loan Agreement or the other Loan Documents, nor the acts of the parties hereto shall be construed to create a relationship of principal and agent, partnership or joint venture between Mortgagor and Mortgagee.

Section 5.14 Limitation of Liability. Recourse for the obligations under this Mortgage shall be limited as set forth in Section 10.12 of the Loan Agreement.

Section 5.15 Attorneys' Fees. If this Mortgage shall be foreclosed, or if any of the Loan Documents is placed in the hands of an attorney for collection or is collected through any court, including any bankruptcy court, there shall be included in the computation of the sums secured hereby, to the extent permitted by law, the amount of the reasonable fee for the services of the attorney retained by Mortgagee in the foreclosure action or proceeding, and all reasonable out-of-pocket disbursements, costs, allowances and additional allowances provided by law, including any and all such out-of-pocket fees and disbursements, costs, allowances and additional allowances incurred in connection with litigation, mediation, arbitration, other alternative dispute processes, administrative proceedings and bankruptcy proceedings relating to the foregoing, and any and all appeals from any of the foregoing.

Section 5.16 Choice of Forum; Consent to Service of Process and Jurisdiction; Waiver of Trial by Jury. Mortgagor irrevocably (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Mortgage, the Note or the other Loan Documents may be brought in the courts of the United States of America or in the courts of the state where the Premises are located, in each case, located in the county where the Premises are located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding and (c) waives any objection which it may have to the laying of venue of any such suit, action or

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proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Mortgagor irrevocably consents to the service of any and all process in any such suit, action or proceeding by service of copies of such process to Mortgagor at its address provided in Section 5.11 hereof, as the same may be changed pursuant to Section 5.11 hereof. Nothing in this Section 5.16, however, shall affect the right of Mortgagee to serve legal process in any other manner permitted by law or affect the right of Mortgagee to bring any suit, action or proceeding against Mortgagor or its property in the courts of any other jurisdiction. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR HEREBY WAIVES AND MORTGAGEE, BY ITS ACCEPTANCE OF THIS MORTGAGE, HEREBY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS MORTGAGE, THE NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, WHICH WAIVER IS INFORMED AND VOLUNTARY.

Section 5.17 Variable Interest Rate. The Loan secured by this Mortgage is a variable interest rate loan, as more particularly set forth in the Loan Agreement.

Section 5.18 After-Acquired Property. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted hereby, and all other property of every kind which is hereafter acquired by Mortgagor which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage shall, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgage.

Section 5.19 Further Assurances.

(a) Mortgagor shall, within ten (10) Business Days after written request, make, execute or endorse, and acknowledge and deliver or file or cause the same to be done, all such vouchers, invoices, notices, certifications, instruments, additional agreements, undertakings, conveyances, deeds of trust, mortgages, transfers, assignments, financing statements or other assurances, and take all such other action, as Mortgagee may, from time to time, deem reasonably necessary or proper in connection with this Mortgage, the obligations of Mortgagor hereunder, or for better assuring and confirming unto Mortgagee and Lenders the full benefits and rights granted or purported to be granted by this Mortgage. Mortgagor hereby agrees that, without notice to or the consent of Mortgagor, Mortgagee may file with the appropriate public officials such financing statements or similar documents as are or may become necessary to perfect and continue the perfection of the security interest granted by this Mortgage.

(b) Mortgagor, at its sole cost and without cost and expense to Mortgagee or Lenders, shall at all times cause this Mortgage and if requested by Mortgagee, any amendments or supplements hereto, and any instruments of assignment hereof (and any appropriate financing statements or other instruments and continuations thereof with respect to any the foregoing) to be recorded, registered and filed and to be kept recorded, registered and

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filed, in such manner and in such places, and shall pay all such recording, registering and filing fees and taxes and other charges, including any recording or documentary stamp taxes and intangible personal property tax or similar imposition of any Governmental Authority, now or hereafter in effect, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien of this Mortgage as a valid first deed of trust lien upon that portion of the Mortgaged Property which is real property and a first priority perfected security interest in that portion of the Mortgaged Property upon which a security interest can be perfected pursuant to the applicable Uniform Commercial Code, subject, in each of the foregoing cases, only to Permitted Encumbrances.

Section 5.20 No Other Party Mortgagee. Subject to Section 10.4 of the Loan Agreement, this Mortgage is for the sole benefit of Mortgagee, Lenders and their successors and assigns, and is not for the benefit of any other party. Nothing contained in this Mortgage shall be deemed to confer upon anyone other than Mortgagee, Lenders and their successors and assigns any right to insist upon or to enforce the performance or observance of any of the obligations contained herein.

Section 5.21 Entire Agreement. This Mortgage and the other Loan Documents constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Mortgage.

ARTICLE VI.

STATE SPECIFIC PROVISIONS

Section 6.1 Principles Of Construction. In the event of any inconsistencies between the terms and conditions of this Article VI and the other terms and conditions of this Mortgage, the terms and conditions of this Article VI shall control and be binding.

Section 6.2 Maximum Secured Sum. Notwithstanding anything herein to the contrary, it is agreed that the maximum principal amount of the Indebtedness secured by this Mortgage, including all advancements, at any one time shall not exceed two hundred percent (200%) of the amount of the Loan, and the maximum indebtedness secured by this Mortgage shall not exceed One Hundred Seven Million Four Hundred Fifty Thousand Dollars (\$107,450,000).

Section 6.3 Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101, et seq.), as amended from time to time (the "IMFL") and, with respect to thereto, Mortgagor agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the IMFL, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the IMFL which is specifically referred to herein may be repealed, to the extent not prohibited under applicable law, Mortgagee shall have the

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benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

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

(c) Subject to, and to the maximum extent allowed under, the IMFL, all advances, disbursements and expenditures made or incurred by Mortgagee during an Event of Default before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, of the type contemplated under Subsection b(5) of Section 15-1302 of the IMFL (collectively "IMFL Protective Advances"), shall have the benefit of all applicable provisions of the IMFL. To the maximum extent allowed under the IMFL, all IMFL Protective Advances shall be additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Loan Documents. To the maximum extent allowed under the IMFL, this Mortgage shall be a lien for all IMFL Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the IMFL. The total amount outstanding at any one time which is secured by this Mortgage, excluding any interest and any amounts advanced by Mortgagee in accordance with the terms of this Mortgage to (i) preserve or restore the Property, (ii) preserve the lien of this Mortgage or the priority thereof, or (iii) enforce this Mortgage, shall not exceed two hundred percent (200%) of the total face amount of the Note. Mortgagor covenants and agrees that the recording of this Mortgage in the Official Records of the County where the Property is located shall also operate from the date of such recording as a financing statement filed as a fixture filing in accordance with Section 9-502(c) of the Uniform Commercial Code of the State of Illinois (the "UCC"). The addresses of Mortgagor (debtor) and Mortgagee (secured party) are set forth above;

(d) In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with, and subject to, Sections 15-1701 and 15-1702 of the IMFL, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1701, 15-1703 and 15-1704 of the IMFL;

(e) Mortgagor acknowledges that (i) the Premises does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the IMFL or residential real estate as defined in Section 15-1219 of the IMFL and (ii) the entire principal obligation secured hereby constitutes a "loan secured by a mortgage on real estate" within the purview of the operation of 815 ILCS 205/4(1)(l). To the fullest extent permitted by the IMFL and any other

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applicable law, pursuant to Section 15-1601(b) of the IMFL, Mortgagor hereby waives any and all right of redemption;

(f) In addition to the prior grant of a security interest set forth above, Mortgagor hereby grants to Mortgagee a continuing security interest in all chattels and articles of personal property described in the definition of "Mortgaged Property" in the GRANTING CLAUSES of this Mortgage, including all existing and future equipment, general intangibles, accounts, instruments, chattel paper, documents, and other items so included therein, now owed or hereafter acquired by Mortgagor or in which Mortgagor has or shall acquire an interest, and in all accessories, parts and accessions attached to or used in connection therewith and in cash and in non-cash proceeds thereof;

(g) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the IMFL, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Indebtedness;

(h) Upon the occurrence and during the existence of an Event of Default hereunder Mortgagee shall, at its option and without notice or demand, be entitled to enter upon the Premises to take immediate possession of any personal property owned by Mortgagor. Upon request, Mortgagor shall assemble and make such personal property available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties. Mortgagee may sell all or any portion of such personal property at public or private sale in accordance with the UCC or in accordance with the foreclosure sale provisions under this Mortgage. Mortgagor agrees that a commercially reasonable manner of disposition of such personal property during the existence of an Event of Default shall include, without limitation and at the option of Mortgagee, the sale of such personal property, in whole or in part, concurrently with a foreclosure sale of the Mortgaged Property in accordance with the provisions of this Mortgage; and

(i) Except to the extent contrary to law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (1) any valuation or appraisal before sale of any portion of the Mortgaged Property, (2) any exemption, under and by virtue of any statute of the State of Illinois or the United States, (3) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement and collection of the Indebtedness or creating or extending a period of redemption from any sale made in collecting the Indebtedness, and (4) any rights and remedies which Mortgagor may have or be able to assert by reason of (y) the laws of the State of Illinois pertaining to the rights and remedies of sureties or (z) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order. If any law now or hereafter in force referred to in this clause (i) of which Mortgagor or Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph.

(j) Notwithstanding anything contained in this Mortgage to the contrary, if any provision in this Mortgage (except as to provisions setting forth notice and cure rights of

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Mortgagor) shall be inconsistent with any provision of the IMFL, the provisions of the IMFL shall take precedence over the provisions of this Mortgage with respect to such inconsistent provision, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the IMFL.

Section 6.4 Use of Loan Proceeds. Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for business purposes as specified in 815 ILCS 205/4, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of such Section.

Section 6.5 Possession of the Mortgaged Property. To the maximum extent permitted by applicable law, Mortgagor hereby releases and waives any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, all persons and entities interested in Mortgagor and each and every person (except judgment creditors of Mortgagor) acquiring any interest in, or title to, the Mortgaged Property subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of 735 ILCS 5/15-1603, as amended.

Section 6.6 Insurance Default. In the event Mortgagor, at any time, fails to provide Mortgagee with evidence of the insurance coverage as required by this Mortgage or the other Loan Documents, Mortgagee may purchase such insurance coverage at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Property. Pursuant to 815 ILCS 180/10, such insurance may, but need not, protect Mortgagor's interests, and Mortgagee shall be under no obligation to so protect Mortgagor's interests. The insurance coverage that Mortgagee purchases on behalf of Mortgagor may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Property. Mortgagor may later cancel any insurance coverage purchased by Mortgagee, but only after providing Mortgagee with evidence that insurance coverage has been obtained as provided for in this Mortgage and the other Loan Documents. In the event Mortgagee so purchases all or any portion of the insurance coverage for the Property or as otherwise required hereunder or in the other Loan Documents, Mortgagor will be responsible for all costs and expenses of such insurance coverage, including, but not limited to, interest and any other charges imposed by Mortgagee in connection with the purchase of the insurance coverage, until the effective date of the cancellation or expiration of the insurance coverage. The costs and expenses of any insurance coverage so purchased by Mortgagee shall be added to the Indebtedness secured hereby. Mortgagor acknowledges that the cost of the insurance coverage purchased by Mortgagee pursuant hereto may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

Section 6.7 MATURITY DATE. The Maturity Date of the Loan is May 23, 2018, or such earlier date as the entire principal amount of the loan shall become due and payable by acceleration or otherwise pursuant to the terms of the Loan Documents.

Section 6.8 INTEREST RATE. The Note which this Mortgage secures is an adjustable note on which the interest rate may be adjusted from time to time in accordance with the terms and provisions set forth in the Note. The regular non-default per annum interest rate payable in respect of the obligations secured by this Mortgage is equal to an interest rate per annum equal to the sum of (a) the applicable LIBOR (as defined in the Loan Agreement), as

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determined from time to time pursuant to the terms of the Loan Agreement, plus (b) two and three quarters percent (2.75%) per annum (unless the interest rate is calculated at the Base Rate (as defined in the Loan Agreement) or the Default Rate). As used herein, the term "Default Rate" means, as to any date, the actual Applicable Interest Rate for that date (determined on a weighted average basis to the extent more than one Applicable Interest Rate is then in effect), plus four percent (4%) per annum

[Remainder of Page Intentionally Left Blank; Signature to Follow]

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

MORTGAGOR:

WSC-GSP CT HOLDINGS VII, L.L.C.,
a Delaware limited liability company

By: W CT Investors VII, L.L.C.,
a Delaware limited liability company,
Managing Member

By: Walton Acquisition REOC Holdings VII, L.L.C.,
a Delaware limited liability company,
Sole Member

By: Walton Street Real Estate Fund VII-Q, L.P.,
a Delaware limited partnership,
Managing Member

By: Walton Street Managers VII, L.P.,
a Delaware limited partnership,
General Partner

By: WSC Managers VII, Inc.,
a Delaware corporation,
General Partner

By: 
Name: Luke Goodwin
Title: Vice President

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1 AND 2 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT 88592766, IN COOK COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART OF LOT 1 DEDICATED FOR ROADWAY PURPOSES ACCORDING TO INSTRUMENT RECORDED DECEMBER 2, 2002 AS DOCUMENT 0021325095;

ALSO EXCEPTING THEREFROM THAT PART OF LOT 1 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT 88592766, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 06 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 156.16 FEET; THENCE SOUTH 58 DEGREES 17 MINUTES 03 SECONDS EAST, ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 152.90 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 00 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 10.29 FEET; THENCE SOUTH 69 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 1, A DISTANCE OF 0.83 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF MEIJER DRIVE ACCORDING TO THE PLAT OF DEDICATION, THEREOF, RECORDED DECEMBER 12, 2002 AS DOCUMENT 0021325095; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE, ALONG THE ARC OF A CURVE LEFT, HAVING A RADIUS OF 75.00 FEET, THE CHORD OF WHICH BEARS SOUTH 36 DEGREES 52 MINUTES 51 SECONDS EAST, AN ARC DISTANCE OF 55.06 FEET TO A POINT IN THE EASTERLY MOST EAST LINE OF AFORESAID LOT 1; THENCE SOUTH 20 DEGREES 09 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, 326.25 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 53.96 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 13 SECONDS WEST, 301.92 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 17 SECONDS WEST, 247.73 FEET; THENCE SOUTH 32 DEGREES 18 MINUTES 43 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 33.31 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 17 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 482.82 FEET; THENCE NORTH 32 DEGREES 18 MINUTES 43 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 218.53 FEET; THENCE NORTH 57 DEGREES 45

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MINUTES 33 SECONDS WEST, 69.41 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 35 SECONDS EAST, 245.85 FEET TO A POINT IN THE SOUTH LINE OF AFOREMENTIONED LOT 1, ALSO BEING THE SOUTH LINE OF GOLF ROAD (ALSO KNOWN AS ILLINOIS STATE ROUTE 58); THENCE NORTH 89 DEGREES 05 MINUTES 58 SECONDS EAST, ALONG SAID NORTH LINE, 692.03 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

AND ALSO EXCEPTING THE FOLLOWING DESCRIBED PARCELS CONVEYED TO THE CITY OF ROLLING MEADOWS BY DEED RECORDED NOVEMBER 25, 2009 AS DOCUMENT 0932949005 AND ALSO DESCRIBED IN PARTIAL RELEASE RECORDED MAY 18, 2010 AS DOCUMENT 1013834047:

THAT PART OF LOT 1 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE NORTHEAST QUARTER OF SECTION 17 AND PART OF THE NORTHWEST QUARTER OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NO. 88592766 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, IN SAID CASATI-HEISE SUBDIVISION, SAID NORTHWEST CORNER ALSO, BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GOLF ROAD (IL ROUTE 58) AS DEDICATED BY DOCUMENTS NO. 10488005 AND 10488006, RECORDED SEPTEMBER 24, 1929; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF WILKE ROAD, AS DEDICATED BY DOCUMENT NO. 25237246, RECORDED NOVEMBER 13, 1979, HAVING A ILLINOIS EAST ZONE GRID BEARING OF SOUTH 00 DEGREE 19 MINUTES 37 SECONDS EAST, AND A DISTANCE OF 265.07 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 3, SAID SOUTHWEST CORNER BEING, THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 21 MINUTES 03 SECONDS EAST 14.00 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 3; THENCE SOUTH 00 DEGREE 19 MINUTES 37 SECONDS EAST 182.88 FEET, TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ILLINOIS STATE TOLL HIGHWAY (NORTHWEST TOLL WAY, I-90) AS DEEDED BY DOCUMENT NO. 16655411, RECORDED JULY 31, 1956; THENCE NORTH 58 DEGREES 25 MINUTES 06 SECONDS WEST 16.49 FEET, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, TO A POINT ON SAID EASTERLY RIGHT OF WAY LINE OF WILKE ROAD, SAID EASTERLY RIGHT OF WAY LINE ALSO, BEING THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 19 MINUTES 37 SECONDS WEST 173.84 (173.33 RECORD), ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING.

AND

THAT PART OF LOT 1 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE NORTHEAST QUARTER OF SECTION 17 AND PART OF THE NORTHWEST QUARTER OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF

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RECORDED DECEMBER 27, 1988 AS DOCUMENT NO. 88592766 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE BRASS PLUG MARKING THE NORTHWEST CORNER AND NORTHEAST CORNER OF SAID SECTIONS 16 AND 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 17, HAVING A ILLINOIS EAST ZONE GRID BEARING OF SOUTH 00 DEGREE 41 MINUTES 54 SECONDS EAST, AND A DISTANCE OF 80.02 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GOLF ROAD (IL ROUTE 58) AS DEDICATED BY DOCUMENTS NO. 10488005 AND 1048806, RECORDED SEPTEMBER 24, 1929, SAID SOUTHERLY RIGHT OF WAY LINE ALSO, BEING THE NORTH LINE OF SAID LOT 1, AND SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 21 MINUTES 03 SECONDS EAST 734.89 FEET [736.10 (DOC. NO. 10488005) 742.15 (DOC. NO. 15152795) 742.38 (DOC. NO. 88592766 RECORD)], ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID LOT 1, SAID EASTERLY LINE ALSO, BEING THE WESTERLY LINE OF HEISE'S SUBDIVISION, BEING A SUBDIVISION IN SAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1977 AS DOCUMENT NO. 24119807; THENCE SOUTH 05 DEGREES 26 MINUTES 18 SECONDS WEST 10.08 FEET, ALONG SAID EASTERLY LINE; THENCE SOUTH 88 DEGREES 21 MINUTES 03 SECONDS WEST 273.42 FEET ALONG A LINE, BEING 10.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 42 DEGREES 05 MINUTES 45 SECONDS WEST 20.76 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 03 SECONDS WEST 90.09 FEET; THENCE NORTH 47 DEGREES 54 MINUTES 15 SECONDS WEST 21.69 FEET, TO A POINT ON SAID LINE, 10.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 88 DEGREES 21 MINUTES 03 SECONDS WEST 142.05 FEET, ALONG SAID LINE; THENCE SOUTH 01 DEGREE 38 MINUTES 57 SECONDS EAST 5.00 FEET; SOUTH 88 DEGREES 21 MINUTES 03 SECONDS WEST 403.00 FEET, ALONG A LINE, BEING 15.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 01 DEGREE 38 MINUTES 57 SECONDS WEST 5.00 FEET; THENCE SOUTH 88 DEGREES 21 MINUTES 03 SECONDS WEST 200.00 FEET, ALONG SAID LINE, BEING 10.00 FEET SOUTH OF AND PARALLEL TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 01 DEGREES 38 MINUTES 57 SECONDS WEST 10.00 FEET, TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE NORTH 88 DEGREES 21 MINUTES 03 SECONDS EAST 404.94 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 3 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NUMBER 88592766, IN COOK COUNTY, ILLINOIS.

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EXCEPT THAT PART OF THE LAND CONVEYED TO THE CITY OF ROLLING MEADOWS BY DEED RECORDED NOVEMBER 25, 2009 AS DOCUMENT 0932949004 AND ALSO DESCRIBED IN PARTIAL RELEASE RECORDED MAY 18, 2010 AS DOCUMENT 1013834049, DESCRIBED AS FOLLOWS:

THAT PART OF LOT 3 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION IN THAT PART OF THE NORTHEAST QUARTER OF SECTION 17 AND PART OF THE NORTHWEST QUARTER OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT NO. 88592766 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3, SAID NORTHWEST CORNER ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GOLF ROAD (IL ROUTE 58) AS DEDICATED BY DOCUMENTS NO. 10488005 AND 10488006, RECORDED SEPTEMBER 24, 1929; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, HAVING A ILLINOIS EAST ZONE GRID BEARING OF NORTH 88 DEGREES 21 MINUTES 03 SECONDS EAST, AND A DISTANCE OF 45.00 FEET, ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 36 DEGREES 16 MINUTES 59 SECONDS WEST 51.97 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 37 SECONDS EAST 224.07 FEET, TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3; THENCE SOUTH 88 DEGREES 21 MINUTES 03 SECONDS WEST 14.00 FEET, ALONG SAID SOUTHERLY LINE, TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF WILKE ROAD, AS DEDICATED BY DOCUMENT NO. 25237246, RECORDED NOVEMBER 13, 1979; THENCE NORTH 00 DEGREE 19 MINUTES 37 SECONDS WEST 265.07 FEET, ALONG SAID EASTERLY RIGHT OF WAY LINE, TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOT 1 IN CASATI-HEISE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTHWEST 1/4 OF SECTION 16, BOTH IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 1988 AS DOCUMENT 88592766, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 06 DEGREES 09 MINUTES 30 SECONDS WEST, ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 156.16 FEET; THENCE SOUTH 58 DEGREES 17 MINUTES 03 SECONDS EAST, ALONG A NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 152.90 FEET; THENCE NORTH 20 DEGREES 09 MINUTES 00 SECONDS EAST, ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 10.29 FEET; THENCE SOUTH 69 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG A NORTH LINE OF SAID LOT 1, A DISTANCE OF 0.83 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF MEIJER DRIVE ACCORDING TO THE PLAT OF DEDICATION, THEREOF, RECORDED DECEMBER 12, 2002 AS DOCUMENT 0021325095; THENCE SOUTHEASTERLY, ALONG SAID SOUTHWESTERLY LINE, ALONG THE ARC OF A CURVE LEFT, HAVING A RADIUS OF 75.00 FEET, THE

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CHORD OF WHICH BEARS SOUTH 36 DEGREES 52 MINUTES 51 SECONDS EAST, AN ARC DISTANCE OF 55.06 FEET TO A POINT IN THE EASTERLY MOST EAST LINE OF AFORESAID LOT 1; THENCE SOUTH 20 DEGREES 09 MINUTES 00 SECONDS WEST, ALONG SAID EAST LINE, 326.25 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 00 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 53.96 FEET; THENCE SOUTH 19 DEGREES 58 MINUTES 13 SECONDS WEST, 301.92 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 17 SECONDS WEST, 247.73 FEET; THENCE SOUTH 32 DEGREES 18 MINUTES 43 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 33.31 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 17 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 482.82 FEET; THENCE NORTH 32 DEGREES 18 MINUTES 43 SECONDS EAST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, 218.53 FEET; THENCE NORTH 57 DEGREES 45 MINUTES 33 SECONDS WEST, 69.41 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 35 SECONDS EAST, 245.85 FEET TO A POINT IN THE SOUTH LINE OF AFOREMENTIONED LOT 1, ALSO BEING THE SOUTH LINE OF GOLF ROAD (ALSO KNOWN AS ILLINOIS STATE ROUTE 58); THENCE NORTH 89 DEGREES 05 MINUTES 58 SECONDS EAST, ALONG SAID NORTH LINE, 692.03 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2, 3 AND 7 AS CREATED AND GRANTED AND SET FORTH IN EASEMENT AGREEMENT DATED SEPTEMBER 23, 1977 AND RECORDED OCTOBER 10, 1978 AS DOCUMENT 24662689 AND AS AMENDED BY AMENDMENT TO EASEMENT AGREEMENT DATED MAY 15, 1980 AND RECORDED JUNE 10, 1980 AS DOCUMENT 25482426 UPON, OVER, AND UNDER PORTIONS OF LOTS 1 TO 6, INCLUSIVE, IN HEISE'S SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 23, 1977 AS DOCUMENT 24119807; AND ALSO OVER, UPON AND UNDER PORTIONS OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 80.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), AS DEDICATED AND RECORDED SEPTEMBER 24, 1929 AS DOCUMENTS 10488005 AND 10488006; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58) 196.11 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION RECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID

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SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58); THENCE NORTH 89 DEGREES, 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 190.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWER AND OTHER UTILITIES.

PARCEL 5:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED AND GRANTED AND SET FORTH IN RECIPROCAL EASEMENT AND COMMON WALL AGREEMENT DATED SEPTEMBER 23, 1977 AND RECORDED OCTOBER 10, 1978 AS DOCUMENT 24662688 AND AS AMENDED BY AGREEMENT THERETO DATED NOVEMBER 21, 1979 AND RECORDED DECEMBER 17, 1979 AS DOCUMENT 25284791 UPON AND UNDER PORTIONS THAT PART OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 17; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 17, A DISTANCE OF 80.0 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), AS DEDICATED AND RECORDED SEPTEMBER 24, 1929 AS DOCUMENTS 10488005 AND 10488006; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 691.05 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 0 DEGREES, 52 MINUTES EAST, 265.0 FEET; THENCE SOUTH 89 DEGREES, 08 MINUTES WEST PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58) 196.11 FEET; THENCE NORTH 0 DEGREES, 27 MINUTES, 20 SECONDS EAST PARALLEL WITH THE WEST LINE OF SCHWAKE'S SUBDIVISION RECORDED AUGUST 11, 1970 AS DOCUMENT 21235091, NOW VACATED, 265.07 FEET TO SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58); THENCE NORTH 89 DEGREES, 08 MINUTES EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY OF GOLF ROAD (STATE ROUTE 58), 190.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS FOR THE OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF A WATER SUPPLY LINE, SEWER AND OTHER UTILITIES.

PARCEL 6:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AND 3 AS CREATED AND GRANTED AND SET FORTH IN RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 29, 2006 AND RECORDED JANUARY 2, 2007 AS DOCUMENT 0700240149 MADE BY CONTINENTAL TOWERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND CONTINENTAL TOWERS ASSOCIATE ILL. LLC, A DELAWARE LIMITED LIABILITY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS AND USE OF PARKING AREA.

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PARCEL 7:

LOT 6 (EXCEPT THAT PART DEDICATED FOR PART OF MEIJER DRIVE PER PLAT OF DEDICATION RECORDED DECEMBER 2, 2002 AS DOCUMENT NO. 0021325095) IN HEISE'S SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1977 AS DOCUMENT NO. 24119807.

Parcels 1, 2, 3 and 7 also being described as follows:

Lot 2 and part of Lots 1 and 3, Casati-Heise Subdivision, and part of Lot 6, Heise's Subdivision, City of Rolling Meadows, Cook County, Illinois being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3; thence N89 degrees 08'00"E, 293.60 feet; thence S00 degrees 54'02"E, 10.24 feet; thence N89 degrees 05'58"E, 200.00 feet; thence S00 degrees 54'02"E, 5.00 feet; thence N89 degrees 05'58"E, 403.00 feet; thence N00 degrees 54'02"W, 5.00 feet; thence N89 degrees 05'58"E, 142.05 feet; thence S47 degrees 09'20"E, 21.69 feet; thence N89 degrees 05'58"E, 90.09 feet; thence N42 degrees 50'40"E, 20.76 feet; thence N89 degrees 05'58"E, 273.42 feet; thence S06 degrees 09'30"W, 15.05 feet; thence N89 degrees 05'58"E, 95.93 feet; thence S48 degrees 40'17"E, 24.12 feet; thence S01 degrees 12'51"E, 164.35 feet; thence 77.88 feet along the arc of a curve to the left having a radius of 75.00 feet and a long chord subtended bearing S28 degrees 10'00"E, 74.43 feet; thence S20 degrees 09'00"W, 1,046.75 feet; thence N82 degrees 39'34"W, 61.92 feet; thence S19 degrees 40'00"W, 66.11 feet; thence N57 degrees 36'00"W, 1,556.85 feet; thence N00 degrees 27'24"E, 406.45 feet; thence N37 degrees 03'42"E, 51.97 feet; thence N89 degrees 08'00"E, 140.99 feet to the point of beginning.

Permanent Index Number: 08-16-100-034-0000 (affects part of Parcel 1 and all of Parcel 3);

Permanent Index Number: 08-16-100-036-0000 (affects Parcel 2);

Permanent Index Number: 08-16-100-035-0000 (affects remainder of Parcel 1); and

Permanent Index Number: 08-16-100-024-0000 (affects to Parcel 7).

Note: For informational purposes only, the land is known as:

1701 West Golf Road, Rolling Meadows, IL 60008 and 1337 West Golf Road, Rolling Meadows, IL 60008

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EXHIBIT B

Premises Documents

1. Reciprocal Easement and Common Wall Agreement recorded October 10, 1978 as Document No. 24662688 as amended by that certain Amendment to Reciprocal Easement and Common Wall Agreement recorded December 17, 1979 as Document No. 25284791.
2. Easement Agreement recorded October 10, 1978 as Document No. 24662689 as amended by that certain Amendment to Easement Agreement recorded June 10, 1980 as Document No. 25482426.
3. Grant of Easement recorded October 12, 1982 as Document No. 26377454.
4. Plat of Heise's Subdivision recorded September 23, 1977 as Document No. 24119807.
5. Reciprocal Easement Agreement recorded January 2, 2007 as Document No. 0700240149.
6. Easement recorded June 9, 1967 as Document No. 20161477
7. Easement recorded December 29, 1966 as Document No. 20031806 as corrected by instrument recorded on January 4, 1968 as Document No. 20371228.
8. Grant of Easement recorded on October 12, 1982 as Document No. 26377455.
9. Notice of Requirements for Storm Water Detention recorded August 2, 1977 as Document No. 24039986.

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