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Illinois Anti-Predatory Lending Database Program



1326219081

Doc#: 1326219081 **Fee:** \$192.00
RHSP Fee: \$9.00 **RPRF Fee:** \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2013 12:39 PM Pg: 1 of 78

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

6/19 6/24/11

The property identified as: **PIN:** 17-15-103-011-0000

Address:

Street: 122 South Michigan Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60603

78

Lender: The Union Labor Life Insurance Company on Behalf of Account J

Borrower: 122 S. Michigan Retail W LLC, an Illinois limited liability company and 122 S. Michigan Retail A LLC, an Illinois limited liability company

Loan / Mortgage Amount: \$30,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

Certificate number: F582D883-F809-4D68-A279-768A7C8D5476

Execution date: 08/29/2013

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This instrument was prepared by and, after recording, please return to:

11/6/11

Dentons US LLP
233 South Wacker Drive, Suite 7800
Chicago, Illinois 60606-6404
Attention: Steven R. Davidson, Esq.

6/19

Loan No: 90512

Date: September 12, 2013

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

("Mortgage")

From

122 PROPERTY, LLC, an Illinois limited liability company, 122 S. MICHIGAN RETAIL W
LLC, an Illinois limited liability company and 122 S. MICHIGAN RETAIL A LLC, an Illinois
limited liability company, collectively as Mortgagor,

to

THE UNION LABOR LIFE INSURANCE COMPANY ON BEHALF OF
ACCOUNT J, as Mortgagee

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EXHIBITS

- A Legal Description
- B Union Labor Requirements

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This MORTGAGE, SECURITY AGREEMENT, FIXTURE FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES (hereinafter called "Mortgage") is made as of the 12th day of September, 2013, by **122 Property, LLC**, an Illinois limited liability company ("122"), **122 S MICHIGAN RETAIL W LLC**, an Illinois limited liability company ("Retail W") and **122 S MICHIGAN RETAIL A LLC**, an Illinois limited liability company ("Retail A"), each having an address c/o U.S. Realty Management Co., LLC 450 Seventh Avenue – 45th Floor, (Retail A, Retail W together with 122, collectively, together with their successors and assigns called, the "Mortgagor") as Mortgagor, to The Union Labor Life Insurance Company On Behalf of Separate Account J, a Maryland corporation having an address at 8403 Colesville Road, 13th Floor, Silver Spring, MD 20910, and any subsequent holder of the Secured Obligations hereinafter set forth (all of whom shall be included within the term "Mortgagee" as used herein), as Mortgagee, Assignee, and Secured Party, as more fully hereinafter set forth.

WITNESSETH:

WHEREAS, Mortgagee has agreed to make a loan to Mortgagor in the maximum principal amount of Thirty Million and NO/100 Dollars (\$30,000,000.00) (the "Loan") of which \$26,450,000 will be disbursed at the initial funding and the remainder will be disbursed as provided in Section 4.39. The Loan is evidenced by that certain Note of even date herewith in the original principal amount of the Loan (the "Note"); and

WHEREAS, Mortgagor alone, or Mortgagor and/or certain other parties, as the case may be, have executed and delivered to Mortgagee simultaneously with the execution and delivery of the Note, an environmental indemnification agreement (the "Indemnity Agreement"), a carve-out guaranty (the "Carve-Out Guaranty"), a completion guaranty (the "Completion Guaranty") from 61 York Acquisition LLC, a Delaware limited liability company ("Guarantor") and an assignment of rents and leases (the "Assignment of Leases"); and

WHEREAS, simultaneously with the execution and delivery of the other Loan Documents (as hereinafter defined), Mortgagor has entered into this Mortgage with Mortgagee to secure, among other things, the payment of the Note, the obligations and payments of Mortgagor under the Indemnity Agreement and Assignment of Leases and all of the advances made and which may be made under the Mortgage covering all of the interest of Mortgagor, as owner in fee of, the Mortgaged Property (as hereinafter defined);

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

SECURED OBLIGATIONS

1.1. Security. This Mortgage is executed and delivered by Mortgagor to secure the payment and performance of certain indebtedness, liabilities and obligations owing and to become owing to or in favor of Mortgagee, as follows:

1.1.1 The outstanding principal balance of the Note, payable to the order of Mortgagee in the original principal amount of up to Thirty Million and NO/100 Dollars

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(\$30,000,000.00), together with all interest accruing thereon, being payable in the amounts, at the interest rates and on the dates stipulated therein;

1.1.2 Any and all other amounts, liabilities, and obligations for which or for the performance of which Mortgagor may become indebted or obligated under the terms of this Mortgage, the Note, the Indemnity Agreement, the Assignment of Leases and any other documents, instruments, recordings or filings that may hereafter be entered into by and between Mortgagor and Mortgagee or may be executed and delivered by Mortgagor for the benefit of Mortgagee in connection with the Loan (this Mortgage, the Note, the Indemnity Agreement, the Carve-Out Guaranty, the Completion Guaranty and all such documents, instruments, recordings and filings are herein collectively referred to as the "Loan Documents"); and

1.1.3 Any and all renewals, increases, rearrangements, modifications, supplements, restatements and extensions of the foregoing items of indebtedness and obligations.

1.2. Secured Obligations. Each and every item of indebtedness described and included in this Mortgage is intended to be fully secured by the liens, assignments, and security interests created under and by virtue of this Mortgage; and all such items so secured (now or hereafter existing) are hereinafter collectively called the "Secured Obligations."

ARTICLE 2

GRANT OF MORTGAGED PROPERTIES

2.1. Mortgaged Property. For the purposes and trusts hereinafter set forth, and for TEN AND NO/000 DOLLARS (\$10.00) and other good and valuable consideration paid to Mortgagor, the receipt and sufficiency of which are hereby acknowledged, Mortgagor has GRANTED, SOLD, and CONVEYED, and by these presents does CONVEY, MORTGAGE AND WARRANT, unto Mortgagee, all the following described property (collectively, the "Mortgaged Property"), to wit:

2.1.1 that certain real property situated in Cook County, Illinois, more particularly described in Exhibit A attached hereto and hereby made a part hereof (the "Land") (the State in which the Land is located is sometimes hereinafter referred to as the "Jurisdiction"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or thereafter belonging or in any way pertaining thereto, including without limitation all of Mortgagor's rights under that certain Amended and Restated Reciprocal Easement Agreement dated as of September 11, 2013, as amended from time to time, among Mortgagor and National-Luis University (the "REA"), and all of the estate, right, title, interest, claim and demand whatsoever of Mortgagor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;

2.1.2 all of Mortgagor's right, title and interest in all structures, improvements, buildings and any additions and alterations thereto or replacements thereof, now or hereafter erected upon the Land (all of the foregoing being collectively referred to as the "Improvements"), which shall include 349,661 square feet of office space on floors 7-20, and 29,280 square feet of ground floor retail space and in addition, all of Mortgagor's right, title and

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interest, if any, in and to all equipment, apparatus, furnishings, furniture, machinery, and fixtures of every kind and nature whatsoever (the "Personal Property") now or hereafter located in and about said Improvements, including without limitation all of Mortgagor's right title and interest, if any, in and to all fixtures, fittings, appliances, apparatus, equipment, machinery, furnishings and articles of 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 Improvements, including without limitation all landscaping and gardening equipment, all heating and incinerating apparatus and equipment whatsoever, 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, lockers, cabinets, window covering and all hardware therefor, carpeting and other floor covering, lighting fixtures, lamps and office furniture, window shades, blinds, screens, storm sash, awnings, furnishings of public spaces, halls and lobbies and shrubbery and plants, all of which property mentioned in this paragraph shall be deemed part of the realty mortgaged hereby and not severable wholly or in part without material injury to the freehold (the Improvements and the Personal Property being collectively referred to herein as the "Premises"). Notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods as said term is used in the Uniform Commercial Code as enacted in the Jurisdiction (the "Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party and Mortgagor as debtor, all in accordance with the Code, as more particularly set forth in Article III hereof;

2.1.3 All of Mortgagor's estate, of whatever nature, in and to all of the easements, rights, privileges, appurtenances, air rights and development rights now or hereafter belonging or in any wise appertaining to the Premises, and all of the estate, right, title, interest, claim or demand whatsoever, either in law or in equity, in possession or expectancy of Mortgagor therein and in the streets and ways, open or proposed, adjacent thereto, and in and to all strips and gores, vaults, alleyways, sidewalks and passages used in connection with the Land;

2.1.4 All working capital and other similar accounts (including without limitation reserves for the replacement of Personal Property), and all inventory, accounts, deposit accounts, accounts receivable, contract rights, refunds (including real estate tax refunds) deposits, General Intangibles (as defined in the Code), chattel paper, instruments, documents, notes, drafts, letters of credit, letters of credit rights, and insurance policies arising from or related to the Premises and including all replacements and substitutions for, or additions to, all products and proceeds of any of the foregoing;

2.1.5 All of Mortgagor's interest in all agreements, contracts, certificates, instruments and other documents, now or hereafter entered into, pertaining to the construction, operation or management of the Premises and all right, title and interest of Mortgagor, therein, including, without limitation, all contracts and agreements for materials, construction, architectural services, construction management, engineering, property management and other services presently in effect or hereafter entered into by or on behalf of Mortgagor and all plans

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and specifications for any portion of the Mortgaged Property; all warranties and guaranties received by Mortgagor in connection with any of the foregoing or in connection with any fixtures, equipment or personal property of Mortgagor; and all permits, licenses, consents, approvals and authorizations issued or which are hereafter issued by any governmental authority or agency in connection with the use, occupancy or operation of the Mortgaged Property;

2.1.6 All unearned premiums accrued or to accrue under all insurance policies for the Premises obtained by Mortgagor, all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds of real estate taxes and assessments (the "Proceeds");

2.1.7 All of Mortgagor's right, title and interest in and to all trade names, trademarks and service marks now or hereafter used in connection with the Premises or any part thereof or any other part of the Premises, together with good will appurtenant thereto;

2.1.8 All of Mortgagor's right, title and interest in and to all leases, subleases, lettings, licenses and other occupancy agreements, and guarantees thereof, for the Premises or any part thereof (collectively, "Leases" and, individually, a "Lease"), including any cash or other security deposited thereunder, and the rents, issues, profits, revenue, royalties, additional rents, termination fees and other payments (collectively the "Rents") payable under the Leases and any guaranties of the Tenant's obligations under such Lease;

2.1.9 All of the books, computer software, records and files of or relating to the Premises now or hereafter maintained by Mortgagor or for its account;

2.1.10 All awards and claims for damages made and to be made for the taking by eminent domain of the whole or any part of the Premises, including without limitation any awards for change of grade of streets, all of which awards Mortgagor hereby assigns to Mortgagee;

2.1.11 All licenses, permits, and warranties attributable or allocable to all or any portion of the Premises, both real and personal; and

2.1.12 All mineral, water, oil and gas rights and privileges and royalties pertaining to the Premises to the extent owned by Mortgagor;

TO HAVE AND TO HOLD the above granted and described Mortgaged Property for the benefit of Mortgagee, its successors and assigns forever, and Mortgagor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to the Property, subject only to the specific matters, if any, set forth in the title insurance policy accepted by Mortgagee that insures this Mortgage, and any future matters approved in writing by Mortgagee, as exceptions (collectively, "Permitted Exceptions"), to Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2.2. Release of Mortgage. This conveyance, however, is intended as a mortgage and security agreement and is made upon the following trust, terms, and conditions, to wit: In the event Mortgagor shall perform and pay the Secured Obligations (including payment of all

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principal and interest, and all reasonable charges, disbursements and fees of Mortgagee's attorneys, if any, owing or to become owing thereon) to Mortgagee when the same shall become due, then this Mortgage shall be null and void and shall be released at Mortgagor's sole cost and expense; otherwise this Mortgage shall continue in full force and effect.

ARTICLE 3

SECURITY AGREEMENT

3.1. Grant of Security Interest. Without limiting any of the other provisions of this Mortgage, Mortgagor, as Debtor (referred to in this Article III as "Debtor," whether one or more), expressly GRANTS unto Mortgagee, as Secured Party (referred to in this Article III as "Secured Party," whether one or more), a security interest in all the Mortgaged Property (including both those now and those hereafter existing) to the full extent that any portion of the Mortgaged Property may be subject to the Code.

3.2. Covenants of Debtor. Debtor covenants and agrees with Secured Party that:

3.2.1 In addition to any other remedies granted in this Mortgage to Secured Party (including specifically, but not limited to, the right to proceed against the Mortgaged Property in accordance with the rights and remedies in respect of the Mortgaged Property which are real property pursuant to the Code), Secured Party may, should an Event of Default (as defined in Article V hereof) occur, proceed under the Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Property (such portion of the Mortgaged Property being referred to in this Article III as the "Collateral"), and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Code, including without limitation the right and power to sell, at one or more public or private sales, or otherwise dispose of, lease, or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Code after default by a debtor. Without limiting the foregoing, Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale and sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Debtor, whether on Land or elsewhere. Debtor further agrees to allow Secured Party to use or occupy the Mortgaged Property, without charge, for the purpose of perfecting any of Secured Party's remedies in respect of the Collateral. The net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any or all of the Collateral or in any way relating to the rights of Secured Party hereunder, including reasonable attorneys' fees, shall be received by Secured Party and credited against the payment in whole or in part of the indebtedness secured hereby. To the extent permitted by applicable law, Debtor waives all claims, damages, and demands against Secured Party arising out of the repossession, retention or sale of the Collateral, except for claims, damages and demands due to the negligence or willful misconduct of Secured Party in dealing with such Collateral. Mortgagor agrees that Secured Party need not give more than sixty (60) days' notice of the time and place or any public sale or of the time at which a private sale will take place and that such notice is reasonable notification of such matters.

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3.2.2 Debtor hereby authorizes Secured Party to file financing and continuation statements with respect to the Collateral without the signature of Debtor whenever lawful, and Debtor agrees to execute such financing and continuation statements as Secured Party may reasonably request.

3.2.3 Debtor hereby represents and warrants that no financing statement naming Debtor as the debtor thereunder (other than existing financing statements relating to any existing loan being repaid with proceeds of the Loan, which Debtor covenants to release on or about the date hereof, financing statements showing Secured Party as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted by this Mortgage covering any of the Collateral or any proceeds thereof) is on file in any public office except pursuant hereto; and Debtor will at its own cost and expense, upon demand, furnish to Secured Party such further information and documents in form reasonably satisfactory to Secured Party and will do all such acts as Secured Party may at any time or from time to time reasonably request or as may be necessary or reasonably appropriate to establish and maintain a perfected security interest in the Collateral as security for the Secured Obligations, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Secured Party and no other party, and to liens and encumbrances (if any) expressly permitted by this Mortgage; and Debtor will pay the actual expense of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is reasonably deemed by Secured Party to be desirable. The Debtor hereby irrevocably authorizes the Secured Party at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto, without the signature of the Debtor whenever lawful that (i) indicate the Collateral (A) is comprised of all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Code of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (ii) contain any other information required by Section 5 of Article 9 of the Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor, and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon reasonable request.

3.2.4 To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all rents, royalties, issues and profits, and all inventory accounts, accounts receivable and other revenues of the Mortgaged Property.

3.2.5 Certain of the Collateral is or will become "fixtures" (as that term is defined in the Code) on the Land and Improvements, and this Mortgage upon being filed for record in the real estate records of Cook County shall operate also as a financing statement and fixture filing upon such of the Collateral which is or may become fixtures.

3.2.6 This Mortgage is intended to be a financing statement within the purview of Section 9-502(b) of the Code with respect to the Collateral and the goods described herein,

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which goods are or may become fixtures relating to the Premises. In that connection, the following information is provided:

| | |
|--|--|
| Debtor: | Address: |
| 122 Property, LLC, an Illinois limited liability company | c/o U.S. Realty Management Co., LLC 450 Seventh Avenue – 45th Floor New York, NY 10123 |
| Debtor: | Address: |
| 122 S MICHIGAN RETAIL W LLC, an Illinois limited liability company | c/o U.S. Realty Management Co., LLC 450 Seventh Avenue – 45th Floor New York, NY 10123 |
| Debtor: | Address: |
| 122 S MICHIGAN RETAIL A LLC, an Illinois limited liability company | c/o U.S. Realty Management Co., LLC 450 Seventh Avenue – 45th Floor New York, NY 10123 |
| Secured Party: | Address: |
| The Union Labor Life Insurance Company on behalf of Separate Account J | 8403 Colesville Road 13th Floor Silver Spring, MD 20910 |
| Type of Organization of each Debtor: | limited liability company |
| Each Debtor's State of Organization: | Illinois |
| Debtor's Organizational Number: | 01053507 (122), 04442051 (Retail W) and 04442008 (Retail A) |

ARTICLE 4

CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS OF MORTGAGOR

Mortgagor hereby represents and warrants to and covenants with Mortgagee as follows:

4.1. Payment of Indebtedness. Mortgagor shall (a) pay the Secured Obligations at the time and place and in the manner specified in the Loan Documents, all in such coin or currency of the United States of America which at the time of such payment shall be legal tender for the

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payment of public and private debts, and (b) timely, fully and faithfully perform, discharge, observe and comply with each and all of Mortgagor's obligations to be performed under the Loan Documents. Mortgagor hereby represents and warrants that, as of the date hereof, there exist no offsets, counterclaims or defenses against the Secured Obligations.

4.2. Title. Mortgagor has and will at all times have (subject to the further provisions of this Mortgage) good, marketable and indefeasible fee title to the Mortgaged Property, subject to no lien, pledge, mortgage, mechanic's or materialman's lien, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, restrictive covenant, encumbrance or other restriction, limitation, charge or right of others of any kind whatsoever (collectively, "Liens"), without the express written consent of the Mortgagee, other than the Permitted Exceptions and Liens Mortgagor is contesting and has bonded over or provided title insurance coverage over pursuant to Section 4.6 hereof. This Mortgage is and will at all times remain a valid and enforceable first lien on the Mortgaged Property, subject only to the Permitted Exceptions. Subject to the Permitted Exceptions, Mortgagor hereby covenants and agrees that it will preserve such title, and will warrant and defend the same to Mortgagee, its successors and assigns, and will forever warrant and defend the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever.

4.3. Maintenance of Partnership/Corporate Existence; Due Authorization; Compliance with Laws; Etc.

4.3.1 Mortgagor is and shall remain a limited liability company validly organized and in good standing under the laws of the State of Illinois and is in good standing and authorized to do business under the laws of the State of Illinois, and Mortgagor covenants that it will do all things necessary to preserve and keep in full force and effect its existence, rights and privileges as a limited liability company under the laws of such state. Mortgagor now has and shall continue to have the full right, power and authority to operate and lease the Premises, to encumber the Mortgaged Property as provided herein and to perform all of the other obligations to be performed by Mortgagor under the Loan Documents. Mortgagor is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to Mortgagor has been initiated.

4.3.2 The execution and delivery of the Loan Documents by the Mortgagor, and performance by Mortgagor of its obligations thereunder have been duly authorized by all necessary company action on the part of Mortgagor and its constituent entities, and, to Mortgagor's knowledge, do not and will not violate any present or future law or any regulation, order, writ, injunction or decree of any court or governmental or quasi-governmental body, agency or other instrumentality (collectively, "Governmental Authorities") applicable to Mortgagor or the Mortgaged Property (collectively, "Laws"), or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or (except as created by this Mortgage) result in the creation or imposition of any lien of any nature whatsoever upon any of the assets of Mortgagor pursuant to the terms of, any mortgage, deed of trust, indenture, agreement or instrument to which Mortgagor is a party or by which it or any of its properties is bound.

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4.3.3 All authorizations, consents and approvals of, notices to, registrations or filings with, or other actions in respect of or by any Governmental Authority, required in connection with the execution and delivery of the Loan Documents by the Mortgagor, and performance by Mortgagor of its obligations thereunder have been or will be duly obtained, given or taken and, to the extent currently obtained, are in full force and effect.

4.3.4 No material default (beyond any applicable notice and cure period) has occurred and is continuing under any indenture or other material agreement or instrument to which Mortgagor is a party or by which its property is bound that will not have been cured by the payment of money at the closing of the Loan.

4.4. Litigation. There is no action, suit or proceeding, judicial, administrative or otherwise (including any condemnation or similar proceeding), pending or, to the best of Mortgagor's knowledge, threatened or contemplated against Mortgagor, a Guarantor, if any, or against or affecting the Mortgaged Property that (a) has not been disclosed to Mortgagee by Mortgagor in writing, and has a material adverse effect on the Mortgaged Property or Mortgagor's or any Guarantor's ability to perform its obligations under the Note, this Mortgage or the Other Loan Documents, or (b) is not adequately covered by insurance, each as determined by Mortgagee in its sole discretion.

4.5. Status of Mortgaged Property.

4.5.1 Mortgagor or its tenant has obtained a certificate of occupancy for the Mortgaged Property or otherwise complied with requirements for the use and occupancy of the Mortgaged Property, and to Mortgagor's knowledge, Mortgagor has obtained all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for the operation of the Mortgaged Property and the conduct of its business and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are in full force and effect as of the date hereof and not subject to revocation, suspension, forfeiture or modification.

4.5.2 The Mortgaged Property and the present and contemplated use and occupancy thereof are in full compliance in all material respects with all applicable zoning ordinances, building codes, land use laws, environmental laws, and all other Laws now in existence and any non-compliance will not result in a Lien or charge on the Mortgaged Property or interfere with the operation of the Mortgaged Property.

4.5.3 The Mortgaged Property is served by all utilities required for the current or contemplated use thereof. All utility service is provided by public utilities and the Mortgaged Property has accepted or is equipped to accept such utility service.

4.5.4 All public roads and streets necessary for service of and access to the Mortgaged Property for the current or contemplated use thereof have been completed, and are presently serviceable and all-weather and are physically and legally open for use by the public.

4.5.5 The Mortgaged Property is served by public water and sewer systems.

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4.5.6 The Mortgaged Property is free from damage caused by fire or other casualty.

4.5.7 To Mortgagor's knowledge, all costs and expenses of any and all labor, materials, supplies and equipment used in the construction of the Improvements have been paid in full.

4.5.8 Mortgagor has paid in full for, and is the owner of, all furnishings, fixtures and equipment (other than tenants' property) used by Mortgagor in connection with the operation of the Mortgaged Property, free and clear of any and all security interests, liens or encumbrances, except the lien and security interest created hereby.

4.5.9 All liquid and solid waste disposal, septic and sewer systems located on the Mortgaged Property are in a good and safe condition and repair and in compliance with all applicable laws.

4.5.10 No portion of the Improvements is located in an area identified by the Secretary of Housing and Urban Development or any successor thereto as an area having special flood hazards pursuant to the Flood Insurance Acts or, if any portion of the Improvements is located within such area, Mortgagor has obtained and will maintain the insurance prescribed in Section 4.26 hereof.

4.5.11 All of the Improvements lie within the boundaries of the Land.

4.6. No Foreign Person. Mortgagor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and the related Treasury Department regulations.

4.7. Leases.

4.7.1 All office Leases entered into by Mortgagor after the date hereof for more than 9,000 square feet (for purposes of this Section 4.7, all Leases entered into by a single tenant or by affiliates of such tenant, shall be considered a single Lease), any other office Leases not consistent with leasing parameters approved in writing in advance by Mortgagee ("Leasing Parameters"), and all retail Leases shall be in form and substance reasonably satisfactory to Mortgagee. Additionally, all modifications to office leases for more than 9,000 square feet and retail leases, and all modifications to other office Leases if such modification would result in the Lease not being consistent with the Leasing Parameters, shall be subject to Mortgagee's approval which approval shall not be unreasonably withheld, conditioned or delayed. Mortgagor shall deliver to Mortgagee copies of all such leases and lease modifications requiring approval to Mortgagee prior to execution. Mortgagor shall provide Mortgagee with the financial statements that are no more than six months old (unless statements are publicly available) for any new tenant leasing more than 9,000 square feet of the Mortgaged Property at the time it requests approval of such Lease, which financial statements shall be certified by a senior officer of the proposed tenant.

4.7.2 Except as disclosed in the rent roll for the Mortgaged Property delivered to and approved by Mortgagee in writing prior to the date hereof, (i) Mortgagor is the sole owner of

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the entire lessor's interest in the Leases; (ii) the Leases are valid and enforceable and in full force and effect; (iii) all of the Leases are arms-length agreements with bona fide, independent third parties; (iv) no party under any Lease is in default; (v) all Rents due have been paid in full; (vi) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated except to Mortgagee; (vii) none of the Rents have been collected for more than one (1) month in advance (except a security deposit shall not be deemed rent collected in advance); (viii) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis except for the Walgreen's Lease (as defined in Section 4.39) or as otherwise shown in the rent roll; (ix) to the best of Mortgagor's knowledge, there exist no offsets or defenses to the payment of any portion of the Rents and Mortgagor has no monetary obligation to any tenant under any Lease that has not been satisfied; (x) Mortgagor has received no notice from any tenant challenging the validity or enforceability of any Lease; (xi) no Lease contains an option to purchase, right of first refusal to purchase, or any other similar provision; (xii) no person or entity has any possessory interest in, or right to occupy, the Mortgaged Property except under and pursuant to a Lease; (xiii) each Lease is subordinate to this Mortgage, either pursuant to its terms or a recordable subordination agreement; (xiv) all security deposits relating to the Leases reflected on the certified rent roll delivered to Mortgagee have been collected by Mortgagor; (xv) no brokerage commissions or finders fees are due and payable regarding any Lease (other than the Walgreens Lease) or as separately listed on the rent roll, (xvi) the copies of the Leases delivered to Mortgagee are true and correct and included all amendments, and (xvii) there are no Leases that are not shown on the rent roll.

4.7.3 Notwithstanding anything contained herein to the contrary, Mortgagor shall not willfully withhold from Mortgagee any information regarding renewal, extension, amendment, modification, waiver of provisions of, termination, rental reduction of, surrender of space of, or shortening of the term of, any Lease during the term of the Loan. Mortgagor further covenants and agrees that all tenants at the Mortgaged Property as of the date hereof are in physical occupancy of the premises demised under their Leases, are paying full rent under their Leases, and have not exercised any right to "go dark" that they may have under the provisions of their Leases. Mortgagor further agrees to provide Mortgagee with written notice of a tenant "going dark" under such tenant's lease within ten (10) business days after Mortgagor receives notice that such tenant has "gone dark," Mortgagor's failure to provide such notice shall constitute a default under this Mortgage. Mortgagor shall not terminate any Lease without Mortgagee's prior written consent which shall not be unreasonably withheld if the tenant under such Lease is in default.

4.8. Financial Condition.

4.8.1 Mortgagor and each Guarantor is solvent, and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to Mortgagor or any Guarantor has been initiated, and (ii) Mortgagor has received reasonably equivalent value for the granting of this Mortgage and Guarantors have received reasonably equivalent value for the execution of the Loan Documents to which they are a party.

4.8.2 No petition in bankruptcy has ever been filed by or against Mortgagor, any Guarantor or any related entity, in the last seven (7) years, and neither Mortgagor, any Guarantor

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nor any related entity in the last seven (7) years has ever made any assignment for the benefit of creditors or taken advantage of any insolvency act or any act for the benefit of debtors.

4.8.3 All financial statements and other information previously furnished by Mortgagor or Guarantors to Mortgagee in connection with the Loan are true, complete and correct in all material respects and fairly present the financial conditions of the subjects thereof as of the respective dates thereof and do not fail to state any material fact necessary to make such statements or information not misleading based on the accounting standards described therein applied consistently with past periods, provided, however, that any interim period financial statements may lack the information that would be presented in any notes to annual statements and the changes that would be made by customary yearend adjustments and reclassification of entries.

4.9. Business Purposes. The Loan is solely for the business purpose of Mortgagor, and is not for personal, family, household, or agricultural purposes.

4.10. Taxes. Mortgagor and any Guarantor have filed all federal, state, county, municipal, and city income and other tax returns required to have been filed by them through the date hereof and have paid all taxes and related liabilities which have become due as presented in such returns or pursuant to any assessments received by them. Neither Mortgagor nor any Guarantor knows of any basis for any additional assessment in respect of any such taxes and related liabilities for prior years. Each entity that is a Mortgagor confirms that its federal tax identification number is as set forth in the W-9 statements provided to Mortgagee.

4.11. Mailing Address. Mortgagor's mailing address, as set forth in the opening paragraph hereof or as changed in accordance with the provisions hereof, is true and correct.

4.12. No Change in Facts or Circumstances. All information in the Permanent Mortgage Loan Application for the Loan submitted to Mortgagee (the "Loan Application") and in all financing statements, rent rolls, reports, certificates and other documents submitted in connection with the Loan Application or in satisfaction of the terms thereof, are accurate, complete and correct in all material respects. There has been no material adverse change in any condition, fact, circumstance or event that would make any such information inaccurate, incomplete or otherwise misleading.

4.13. Illegal Activity. No portion of the Mortgaged Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity and to the best of Mortgagor's knowledge, there are no illegal activities or activities relating to controlled substances at the Mortgaged Property.

4.14. Regulations T, U and X. Mortgagor does not own any "margin stock" as such term is defined in Regulation U of the Board of Governors of the Federal Reserve System (12 C.F.R. Part 221), as amended. Mortgagor will not use any part of the proceeds from the loan to be made under this Mortgage (a) directly or indirectly, to purchase or carry any such stock or to reduce or retire any obligations originally incurred to purchase any such stock within the meaning of such Regulation, (b) so as to involve Mortgagor in a violation of Regulation T, U or X of such Board (12 C.F.R. Parts 220, 221 and 224), as amended, or (c) for any other purpose

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not permitted by Section 7 of the Securities Exchange Act of 1934 (15 U.S.C. § 78a, et seq.), as amended, or any of the rules and regulations respecting the extension of credit promulgated thereunder.

4.15. ERISA.

A. Mortgagor is not (i) an “employee benefit plan” as defined in Section 3(3) of ERISA that is subject to Title I of ERISA, (ii) a “plan” as defined by and subject to Section 4975 of the Internal Revenue Code, or (iii) an entity deemed to hold “plan assets” (within the meaning of 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA) of either (i) or (ii);

B. Mortgagor agrees to execute such documents or provide such information as Mortgagee may require in connection with the transaction contemplated under this Agreement (“Transaction”) or to otherwise assure Mortgagee that (i) the Transaction is not a prohibited transaction under ERISA and that Mortgagee is not in violation of ERISA by compliance with this Agreement and by closing the Transaction, subject to Mortgagee’s disclosure of all material information necessary for Mortgagor to make such a determination. Mortgagor acknowledges and agrees that Mortgagee shall not be obligated to consummate the Transaction unless and until Mortgagee is satisfied that the Transaction complies in all respects with ERISA, and that this representation shall survive the consummation of the Transaction and shall not be merged therein;

C. Mortgagor is not a party in interest as defined in Section 3(14) of ERISA with respect to any employee benefit plan that is an investor in Separate Account J other than (i) by reason of providing services, including fiduciary services, to the plan, or (ii) by reason of a relationship to a plan service provider described in Section 3(14)(F), (G), (H), or (I) of ERISA;

D. Mortgagor exercises no discretionary authority, control, responsibility, or influence with respect to the investment of the plan assets in Separate Account J;

E. Mortgagor has no discretionary authority, control, responsibility, or influence with respect to the management or disposition of the plan assets held in Separate Account J;

F. Mortgagor is not an “affiliate” of The Union Labor Life Insurance Company within the meaning of Section IV(b) of Prohibited Transaction Exemption 90-1 (“PTE 90-1”);

G. Mortgagor agrees that the Transaction satisfies the conditions of Section III(a) of PTE 90-1 and that Mortgagee will receive no less and pay no more than fair market value in connection with the Transaction within the meaning of Section 408(b)(17)(B)(ii) of ERISA; and

H. Neither Mortgagor nor any of its Affiliates is a fiduciary who has or exercises any discretionary authority or control with respect to the investment of Separate Account J’s plan assets involved in the Transactions or renders investment advice (within the meaning of Section 3(21)(A)(ii) of ERISA) with respect to those assets, within the meaning of Section 408(b)(17) of ERISA.

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4.16. Compliance With Law and Insurance Requirements; Maintaining Permits; Etc.

4.16.1 Mortgagor, at its own sole cost and expense, shall promptly comply in all material respects with all Laws, and all orders, rules and regulations (collectively, "Orders") of the National and Local Boards of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may have jurisdiction over the Mortgaged Property or any part thereof, or the owners, tenants or occupants thereof, whether or not any such Laws or Orders shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property. Mortgagor shall also procure, pay for and maintain all permits, licenses, approvals and other authorizations, necessary for the operation of its business at the Premises and the lawful use and occupancy of the Premises, or any part thereof, in connection therewith.

4.16.2 Mortgagor shall, at its own sole cost and expense, observe and comply in all material respects with the requirements of the policies of public liability, fire and all other insurance at any time in force with respect to the Mortgaged Property, and Mortgagor shall, in the event of any violation or attempted violation of the provisions of this subsection or subsection 4.16.1 by any occupant of any portion of the Premises, take steps, promptly upon actual knowledge of such violation or attempted violation, to remedy or prevent the same, as the case may be or to amend Mortgagor's insurance coverage to eliminate such condition as a violation.

4.16.3 Mortgagor shall have the right, after Notice (as hereinafter defined) to Mortgagee, to contest by appropriate legal proceedings, diligently conducted in good faith, in the name of Mortgagor, the validity or application of any Laws, Orders or other matters of the nature referred to in subsection 4.16.1, subject to the following:

(i) If by the terms of any such Law or Order, compliance therewith pending the prosecution of any such proceeding may legally be delayed without subjecting Mortgagor or Mortgagee to any liability (other than for the payment or accrual of interest), civil or criminal, for failure so to comply therewith, or if any lien, charge or civil liability would be incurred by reason of any such delay, the same would not subject the Mortgaged Property or any part thereof to forfeiture, loss or suspension of operations, and Mortgagor (a) furnishes Mortgagee security satisfactory to Mortgagee against any loss or injury by reason of such contest or delay, and (b) prosecutes the contest with due diligence, then Mortgagor may delay compliance therewith until the final determination of any such proceeding.

(ii) Mortgagor covenants that Mortgagee shall not suffer or sustain any liabilities or expenses by reason of any act or thing done or omitted to be done by Mortgagor pursuant to this subsection and that Mortgagor shall indemnify and hold harmless Mortgagee from any such liability or expense.

4.17. Taxes and other Charges; Deposits with Mortgagee.

4.17.1 Subject to the provisions of Section 4.19 hereof, Mortgagor, from time to time when the same shall become due and payable and before any fine, penalty or additional

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interest may be added or imposed for late payments, will pay and discharge or cause to be paid and discharged all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, and all other public charges, whether of a like or different nature, and any easement fees or charges, imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use, possession or sale thereof (collectively, "Impositions"). If any Imposition is payable in installments without payment of any penalty or premium, other than interest at a non-default rate prior to the due date of such installment, then Mortgagor may pay the same in installments. Mortgagor will deliver to Mortgagee receipts or other evidence reasonably satisfactory to Mortgagee of the payment of all Impositions, promptly upon Mortgagee's request for same. Mortgagor shall not claim or demand or be entitled to any credit or credits on account of the Secured Obligations for any part of the Impositions, and no deduction shall otherwise be made or claimed from the taxable value of this Mortgage or the Secured Obligations.

4.17.2 In addition to the initial deposits with respect to Impositions and insurance premiums made by Mortgagor to Mortgagee on the date hereof (the "Closing Date") to be held by Mortgagee in escrow, Mortgagor shall pay to Mortgagee on the first day of each calendar month (a) one-twelfth of an amount which would be sufficient to pay the Impositions payable, or estimated by Mortgagee to be payable, during the next ensuing twelve (12) months and (b) one-twelfth of an amount which would be sufficient to pay the insurance premiums due for the renewal of the coverage required hereby (the amounts in (a) and (b) above shall be called the "Tax and Insurance Escrow"). Mortgagor agrees to notify Mortgagee immediately in writing of any changes to the amounts, schedules and instructions for payment of any Impositions and insurance premiums of which it has or obtains knowledge and authorizes Mortgagee or its agent to obtain the bills for Impositions directly from the appropriate taxing authority. The Tax and Insurance Escrow and the payments of interest or principal or both, payable pursuant to the Note shall be added together and shall be paid as an aggregate sum by Mortgagor to Mortgagee. Provided there are sufficient amounts in the Tax and Insurance Escrow, Mortgagee shall be obligated to pay the Impositions and insurance premiums as they become due on their respective due dates on behalf of Mortgagor by applying the Tax and Insurance Escrow to the payments of such Impositions and insurance premiums required to be made by Mortgagor pursuant to this Mortgage. If the Tax and Insurance Escrow is not sufficient to pay the items required to be paid therefrom, Mortgagor shall pay to Mortgagee, within ten (10) days after demand, an amount which Mortgagee shall reasonably estimate as sufficient to make up for the deficiency. Any excess amounts in the Tax and Insurance Escrow shall be applied to future deposits due. The Tax and Insurance Escrow shall not constitute a trust fund and may be commingled with other monies held by Mortgagee. Unless otherwise required by applicable Laws, no earnings or interest on the Tax and Insurance Escrow shall be payable to Mortgagor. After an Event of Default, Mortgagee may apply funds in the Tax and Insurance Escrow to the payment of any Secured Obligation in such order and priority as Mortgagee shall reasonably determine. Nothing herein contained shall be deemed to affect any right or remedy of Mortgagee under any provisions of this Mortgage or of any Law to pay any such amount following Mortgagee's failure to pay such amount and to add the amount so paid, together with interest at the Default Rate (provided an Event of Default has occurred), to the Secured Obligations.

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4.18. Discharge of Liens. Mortgagor shall pay, from time to time when the same shall become due, all claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in or permit the creation of a Lien on the Mortgaged Property or any part thereof, or on the revenues, rents, royalties, issues, income and profits arising therefrom, and in general will do or cause to be done everything necessary so that the first lien of the Mortgage shall be fully preserved at the sole cost and expense of Mortgagor and without expense to Mortgagee. If any such Liens are filed, Mortgagor will cause the same to be (i) permanently discharged of record by payment or otherwise, (ii) bonded over or (iii) insured over with title insurance, unless Mortgagor shall in good faith and at its own expense be contesting such Lien or Liens or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon or the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same or as otherwise permitted; provided that during such contest Mortgagor shall provide an indemnity bond, title insurance or other security reasonably satisfactory to Mortgagee to cover the amount of the contested item or items and the amount of the interest and penalties covering the period through which such proceedings may be expected to last, and in any event assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; and if Mortgagor shall have posted a bond as security against payment of any such Lien, interest, penalties and other charges related thereto, Mortgagee shall be named as an additional obligee under the bond. Except as provided above, Mortgagor will not directly or indirectly create, incur or suffer to exist any Lien on the Mortgaged Property or any part thereof (including without limitation any Lien securing the repayment of a loan made to Mortgagor by any partner(s), shareholder(s), officer(s), director(s) or trustee(s) of Mortgagor), whether or not junior to the lien of this Mortgage, other than the Permitted Exceptions, and such other documents as may be executed as further security for the Note or in favor of Mortgagee.

4.19. Contest of Impositions. Nothing in Section 4.17 shall require the payment or discharge of any Imposition so long as Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon or the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest Mortgagor shall provide security reasonably satisfactory to Mortgagee to cover the amount of the contested item or items and the amount of the interest and penalties covering the period through which such proceedings may be expected to last, and in any event assuring the discharge of Mortgagor's obligation hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest; if Mortgagor shall have posted a bond as security against payment of any Imposition, interest, penalties and other charges related thereto, Mortgagee shall be named as an additional obligee under the bond.

4.20. Mortgagee's Taxes. Mortgagor will pay all taxes incurred by Mortgagee by reason of Mortgagee's ownership of the Note, this Mortgage or any other Loan Document, including without limitation all real estate transfer and like taxes imposed in connection with a transfer of ownership of all or a portion of the Mortgaged Property pursuant to a foreclosure, a deed in lieu of foreclosure or otherwise. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income, Illinois personal property replacement tax, or franchise taxes imposed on Mortgagee.

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4.21. Use of Mortgaged Property. Mortgagor will maintain, preserve and renew from time to time such rights of way, easements, grants, privileges, licenses and franchises as are necessary for the use and operation of the Mortgaged Property and will not use or operate, or permit the use or operation of, the Mortgaged Property for any other purpose (other than incidental uses related to such primary use), initiate, join in or consent to any new private restrictive covenant (apart from any Permitted Exception), easement or other public or private restriction to the use of the Mortgaged Property, without the prior written consent in each instance of Mortgagee, which may be withheld in its reasonable discretion. Mortgagor shall, however, comply in all material respects with all lawful and restrictive covenants which may at any time affect the Mortgaged Property and with zoning ordinances and other private or public restrictions as to the use thereof. Mortgagor will not cause or maintain any nuisance in, at or on the Mortgaged Property. Mortgagor will pay or cause to be paid all charges for all public and private utility services, all public or private rail and highway services (if any), all public or private communications services and all sprinkler systems and protective services at any time rendered to or in connection with the Mortgaged Property or any part thereof, will comply in all material respects or use reasonable efforts to cause compliance with all contracts relating to any such services, and will do all other things required for the maintenance and continuance of all such services.

4.22. Maintenance of Mortgaged Property. Mortgagor shall maintain the Mortgaged Property, including all streets, sidewalks and curbs comprising same, in good repair and condition, and will continuously (other than during periods of construction or of repair after major casualty or substantial condemnation, with respect to the portions of the Mortgaged Property damaged or condemned) operate the Mortgaged Property in the manner and for the purposes heretofore used, and, at its sole cost and expense, will make or cause to be made, as and when the same shall become necessary, all structural and non-structural, exterior and interior, ordinary or extraordinary, foreseen and unforeseen repairs, renewals and replacements necessary to that end, and upon being apprised by an entity of competent authority of any material defect in the repair or condition of the Mortgaged Property, will repair or cure, or cause to be repaired or cured, such defect, in each case at its own expense and with due diligence. All such repairs, renewals and replacements shall be at least substantially equal in quality to the original Improvements.

4.23. Maintenance of Personal Property. Mortgagor shall cause the improvements to be equipped with the Personal Property to the extent and in the manner, as shall be necessary, appropriate or required for the operation of the Premises. Except where appropriate replacements, free of superior Liens, are promptly made of a value at least equal to the value of the Personal Property being removed, no Personal Property covered hereunder shall be removed from the Premises without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned, or delayed, except in the ordinary course of Mortgagor's business. The Personal Property so disposed of shall be promptly replaced, if necessary, by Personal Property of materially the same character and of at least equal usefulness and quality.

4.24. Alterations. Mortgagor shall not, without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, conditioned, or delayed, construct any new Improvements on the Premises other than those contemplated in any Lease of any portion of the Premises or which are permitted by the following provisions of this Section. Mortgagor shall

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give Mortgagee Notice and a copy of any plans prepared for any individual alteration which is reasonably estimated to cost more than \$250,000 or any group of alterations reasonably estimated to cost more than \$500,000 in the aggregate (the "Alteration Threshold") (inclusive of architectural and engineering fees) or is structural. So long as no Event of Default shall have occurred and be continuing hereunder, Mortgagor shall have the right at any time and from time to time to make or cause to be made reasonable alterations of and additions to the Mortgaged Property or any part thereof, provided that any such alteration or addition (i) shall not change the general character of the Mortgaged Property, reduce the fair market value thereof below its fair market value immediately before such alteration or addition, or otherwise materially alter the overall quality of the Mortgaged Property, (ii) shall be effected with due diligence, in a good and workmanlike manner, with first-class materials and in compliance in all material respects with all requirements of applicable Laws, (iii) shall (subject to Mortgagor's right to contest the same in accordance with the provisions of Section 4.18 and 4.19 hereof) be promptly and fully paid for, or caused to be paid for, by Mortgagor at its sole cost and expense, and (iv) shall be made, in the case that the estimated cost of such alteration or addition exceeds the Alteration Threshold, (1) only after Mortgagee shall have consented in writing thereto (such approval may not be unreasonably withheld, conditioned or delayed beyond the tenth (10th) Business Day following Mortgagor's request for such consent which shall include complete information describing such alteration or addition) prior to the commencement of such work and in all material respects in accordance with plans and specifications reasonably satisfactory to Mortgagee, (2) only after Mortgagor shall have furnished to Mortgagee a completion or performance bond, a letter of credit or cash deposit or other security reasonably satisfactory to Mortgagee as security for the completion of such work, and (3) if structural, only after submission of appropriate plans to Mortgagee and written approval thereof by Mortgagee (such approval not to be unreasonably withheld, conditioned or delayed). For purposes of clause (iv) of this subsection, the Alteration Threshold limitation shall apply to any alteration or addition taken separately or, if such alteration or addition is made together with other alterations or additions that constitute a single construction plan or project (whether accomplished in successive stages or procedures), then taken in the aggregate as well. The cost of all such alterations and additions to the Mortgaged Property shall be paid in cash or its equivalent, so that the Mortgaged Property shall at all times be free of Liens for labor and materials supplied or claimed to have been supplied to the Mortgaged Property (subject to Mortgagor's rights of contest provided for in Section 4.18 and 4.19 hereof). All alterations of and additions to the Mortgaged Property, to the extent paid for by Mortgagor, shall immediately become and shall remain a part of the Mortgaged Property, and shall be subject to the lien of this Mortgage .

4.25. Waste. Mortgagor shall not commit or suffer any physical waste of the Mortgaged Property or make any change in the use of the Mortgaged Property which will in any way materially increase the risk of any fire or other hazard arising out of the operation of the Mortgaged Property, or do or permit to be done thereon anything that may in any way impair the security of this Mortgage.

4.26. Insurance.

4.26.1 Mortgagor shall effect and maintain, or cause to be maintained, insurance for Mortgagor and the Mortgaged Property providing at least the following coverages:

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(i) Commercial property insurance on the Improvements and the Personal Property on an "all-risk" or Special Causes of Loss property form, including, but not limited to, coverage against loss or damage by fire, collapse, lightning, windstorm, tornado, hail, vandalism and malicious mischief, terrorism, sprinkler leakage, water damage, back-up of sewers and drains, flood, earthquake and other sudden and abnormal earth movement, debris removal and against loss or damage by such other, further and additional risks as now are or hereafter may be embraced by the standard "all risk" or Special Causes of Loss policies. Such policy shall be written in each case (A) in an amount equal to 100% of their "Full Replacement Cost Value" (including 100% of the insurable replacement cost valued of all tenant improvements and betterments that any Lease or other agreement requires Mortgagor to insure, which for purposes of this Mortgage shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings); (B) containing an agreed amount endorsement with respect to the Improvements and Personal Property waiving all co-insurance provisions; (C) containing an endorsement that all covered losses will be paid on a replacement cost basis, which shall mean the actual cost to repair or without deduction for depreciation; (D) providing for no deductible in excess of \$10,000 or as otherwise acceptable to Mortgagee; and (E) loss of the undamaged portion of the Improvements and/or Personal Property and additional expense of demolition and increased cost of construction, including, without limitation, increased costs that arise from any changes in laws or other legal requirements with respect to such restoration. The Full Replacement Cost shall be ascertained upon the date hereof and thereafter from time to time (but not more frequently than once in any twelve (12) calendar months) at the request of Mortgagee by an appraiser or contractor designated and paid by Mortgagor and approved by Mortgagee, or by an engineer or appraiser in the regular employ of the insurer. After the first such appraisal, additional appraisals may be based on construction cost indices customarily employed in the trade. No omission on the part of Mortgagee to request any such ascertainment shall relieve Mortgagor of any of its obligations under this subsection;

(ii) Flood Insurance. If any of the Improvements are at any time located in an area designated as "flood prone" or a "special flood hazard area" under the regulations for the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, and if not otherwise insured under coverage required above, Mortgagor shall maintain at least the maximum coverage for the Improvements available under the federal flood insurance plan.

(iii) Commercial General Liability insurance against claims for personal injury or bodily injury including death or property damage occurring upon, in or about the Premises, such insurance to (A) be on the so-called "occurrence" form; (B) afford immediate protection at the date hereof to the limit of not less than \$2,000,000 for each occurrence and \$2,000,000 aggregate per location; (C) continue at not less than the said limits until required to be changed by Mortgagee in writing by reason of changed economic conditions making such protection inadequate; and (D) cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; (4) blanket contractual liability for all written and oral contracts; (5) contractual liability covering the indemnities contained in

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Sections 7.7 and 7.8 hereof to the extent the same is available; (6) incidental malpractice; (7) employee benefit liability; (8) owned and non-owned aircraft (to the extent of any exposure); and (9) owned and non-owned watercraft (to the extent of any exposure). All Liability Insurance shall name Mortgagee as an "Additional Insured" by an endorsement satisfactory to Mortgagee;

(iv) Business interruption insurance or, as the case may be, rental loss insurance, written on an actual loss sustained basis, (A) with loss payable to Mortgagee; (B) covering all risks required to be covered by the insurance provided for in subdivision (i) above; (C) containing an agreed amount endorsement waiving all co-insurance provisions; (D) containing an extended period of indemnity endorsement which provides that after the physical loss to the Improvements and Equipment has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration of twelve (12) months, whichever first occurs, and notwithstanding that the policy may expire prior to the end of such period; (E) agreeing to pay for losses whether the Premises are open to the public or not; (F) covering loss of income during construction and periods of alterations to the extent that physical damage would result in loss of income, whether or not the Premises are occupied or open to the public; and (G) in an amount equal to 100% of the projected gross income from the Premises for a period of twelve (12) months. The amount of such business interruption insurance shall be determined prior to the date hereof and at least once each year thereafter based on Mortgagor's reasonable estimate of the gross income from the Premises for the succeeding twelve-month period. Mortgagee is to be named as Lender loss payee on this coverage. In the event that all or any portion of the Premises shall be damaged or destroyed, Mortgagor shall and hereby does assign to Mortgagee all claims under the policies of such insurance, and all amounts payable thereunder, and all net amounts, when collected by Mortgagee under such policies, shall be held in trust by Mortgagee and shall be applied to the Secured Obligations from time to time due and payable hereunder and under the Note; provided, however, that nothing herein contained shall be deemed to relieve Mortgagor of its obligations to pay the Secured Obligations on the respective dates of payment provided for in the Note except to the extent such amounts are actually paid out of the proceeds of such business interruption insurance. In addition, Business Income and Rent Loss Insurance (if applicable) shall be endorsed to include an extended period of indemnity of three hundred sixty five (365) days.

(v) At all times during which construction, structural repairs or alterations are being made with respect to the Improvements (A) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned Commercial General Public Liability insurance policy; and (B) the insurance provided for in subdivision (i) of this subsection written in a so-called builder's risk completed value form (1) on a non-reporting basis, (2) against all risks insured against pursuant to subdivision (i) of this subsection, and (3) including permission to occupy the Premises and with an agreed amount endorsement waiving co-insurance;

(vi) Workers' compensation insurance, subject to the statutory limits of the Jurisdiction, and employer's liability insurance with a limit of at least \$1,000,000.00

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per accident, disease per employee, and disease aggregate, in respect of any work or operations on, about, or in connection with, the Mortgaged Property (if applicable);

(vii) Automobile Liability insurance for all owned and leased vehicles (if any), and including hired and non-owned automobile liability, with a limit of no less than \$1,000,000;

(viii) Commercial Umbrella/Excess Liability, providing for excess coverage over that required in paragraphs (ii), (v) and (vi), in an amount of no less than \$25,000,000; per occurrence and in the annual aggregate, per location. If any liability insurance also covers other locations with a shared aggregate limit, then the minimum Liability Insurance shall be increased to \$35,000,000.

(ix) Comprehensive boiler and machinery insurance, in such amounts as shall be reasonably required by Mortgagee;

(x) All other insurance required to be obtained by Mortgagor pursuant to the terms of the REA; and

(xi) Such other insurance and in such amounts as Mortgagee from time to time may reasonably request against such other insurable hazards which at the time are commonly insured against in respect of property similar to the Premises located in or around the region in which the Mortgaged Property is located.

All insurance policies shall contain coverage for tenant improvements and betterments that Mortgagor is required to insure. The amount of any deductible under any insurance policy shall not exceed \$25,000 or such other amount acceptable to Mortgagee. Without Mortgagee's prior written consent, except as required by the REA, Mortgagor shall not name any person other than Mortgagee, as mortgagee/lender loss payee as respects the Improvements, nor shall Mortgagor carry separate or additional insurance coverage covering the Improvements concurrent in form or contributing in the event of loss with that required by this Agreement; provided that, if blanket policies are obtained, this sentence shall not apply to property covered by such blanket policies other than the Improvements and such tenant improvements and betterments that Mortgagor is required to insure pursuant to this Loan.

4.26.2 All insurance provided for in subsection 4.26.1 hereof shall be effected under valid and enforceable policies, in such forms and, from time to time after the date hereof, in such amounts as may from time to time be satisfactory to Mortgagee, issued by financially sound and responsible insurance companies authorized to do business in the Jurisdiction as approved admitted or unadmitted carriers which have been approved by Mortgagee said carriers to be rated A:X or better for claims paying ability by A. M. Best & Co. Prior to the date hereof, and thereafter not less than thirty (30) days prior to the expiration dates of the policies theretofore furnished to Mortgagee pursuant to subsection 4.26.1, certified original copies of the policies accompanied by evidence satisfactory to Mortgagee of payment of the premiums, shall be delivered by Mortgagor to Mortgagee; provided, however, that in the case of renewal policies, Mortgagor may furnish Mortgagee with binders or such other proof of coverage as is acceptable to the Mortgagee therefor to be followed by the original policies when issued.

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4.26.3 Mortgagor shall not take out (1) separate insurance concurrent in form or contributing in the event of loss with that required in subsection 4.26.1 to be furnished by, or which may be reasonably required to be furnished by, Mortgagor, or (2) any umbrella or blanket liability or casualty policy unless, in each case, Mortgagee is included therein as an insured, with loss payable as in this Mortgage provided. Mortgagor shall immediately notify Mortgagee in writing of the taking out of any such separate insurance or umbrella or blanket policy by it and shall cause the policies therefor to be delivered as required in subsection 4.26.2. Any blanket insurance policy shall specifically allocate to the Mortgaged Property the amount of coverage from time to time required hereunder and shall otherwise provide the same protection as would a separate policy insuring only the Mortgaged Property in compliance with the provisions of subsection 4.26.1.

4.26.4 All policies of insurance provided for or contemplated by subsection 4.26.1 shall name Mortgagee and Mortgagor, as the insured or additional insured, as their respective interests may appear, and in the case of property damage insurance, shall contain a so-called New York standard mortgagee clause in favor of Mortgagee providing that the loss thereunder shall be payable to Mortgagee. With respect to liability insurance, Mortgagee shall be named as an additional insured on a form acceptable to the Mortgagee.

4.26.5 All policies of insurance provided for in subsection 4.26.1 hereof shall contain clauses or endorsements to the effect that:

(i) no act or negligence of Mortgagor, or anyone acting for Mortgagor, or of any tenant under any Lease or other occupant or failure to comply with the provisions of any policy which might otherwise result in a forfeiture of such insurance or any part thereof shall in any way affect the validity or enforceability of such insurance insofar as Mortgagee is concerned;

(ii) such policies shall not be materially changed (other than to increase the coverage provided thereby) cancelled or non-renewed without at least 30 days' written notice to Mortgagee and any other party named therein as an insured thereunder; and

(iii) Mortgagee shall not be liable for any premiums thereon or subject to any assessments thereunder.

4.26.6 Claims under each policy of insurance provided for or contemplated by subsection 4.26.1 (excluding third party liability, Workers Compensation and Employers liability insurance) in excess of \$250,000 shall be adjusted with the insurers and/or underwriters by Mortgagee and Mortgagor, respectively (provided that, so long as no Event of Default shall then have occurred and be continuing, Mortgagee agrees that it shall not settle any such claims without Mortgagor's consent (not to be unreasonably withheld, conditioned or delayed), and Mortgagor shall (subject to Mortgagee's reasonable discretion) be entitled to lead all negotiations with insurers and underwriters in connection with such claim). Any such claims which do not exceed \$250,000 shall, so long as no Event of Default exists hereunder, be adjusted by Mortgagor.

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4.27. Damage or Destruction.

4.27.1 In the event of any damage to or destruction of the Premises, Mortgagor shall, promptly after obtaining knowledge of the occurrence thereof, give notice thereof to Mortgagee and shall, unless otherwise required under the REA, proceed with reasonable diligence, at Mortgagor's sole cost and expense, to repair and restore or cause to be repaired or restored the Premises or the portion thereof so damaged as nearly as practically possible to the condition the same were in immediately prior to such damage. If any Personal Property is damaged or lost as a result of such fire or other casualty, Mortgagor shall likewise, at its sole cost and expense, whether or not any insurance proceeds are available or adequate for such purpose, replace or cause to be replaced the Personal Property so damaged or lost unless otherwise required under the REA. In the event that Mortgagor fails to advance any funds required for the completion of any such repairs or restoration, Mortgagee may, but shall not be obligated to, advance the required funds or any portion thereof, and Mortgagor shall, on demand, reimburse Mortgagee for all reasonable sums advanced and actual expenses incurred by Mortgagee in connection therewith, together with interest thereon at the Default Rate (as defined in the Note) from the date each such advance is made to the date of receipt by Mortgagee of reimbursement from Mortgagor, which amounts and interest shall become part of the Secured Obligations and be secured hereby. All repairs and restoration required to be made (or cause to be made) by Mortgagor hereunder shall be performed in material compliance with all Laws and Orders and shall be without any liability or actual expense of any kind to Mortgagee.

4.27.2 If by reason of any damage or destruction, any insurance proceeds are paid under any insurance policy maintained pursuant to subsection 4.26.1 hereof or otherwise (other than business interruption insurance proceeds or, as the case may be, rental loss insurance proceeds, which shall be paid as provided in clause (ii) of subsection 4.26.1), such proceeds shall be paid as follows:

(i) If the aggregate insurance proceeds received by reason of any single instance of damage or destruction shall not exceed \$250,000 and shall not be required to be paid to the Depositary pursuant to the REA, such insurance proceeds shall be paid over to Mortgagor, and Mortgagor shall hold the same as a trust fund, to be used first for the payment of the entire cost of repairing and restoring the Mortgaged Property and the balance thereof shall be paid to the Mortgagee in payment of the Secured Obligations, whether or not then matured, in such order and priority as the Mortgagee shall determine in its sole discretion; provided, however, that, if any Event of Default shall exist hereunder at the time such insurance proceeds are so to be paid over to Mortgagor, or if Mortgagee shall have accelerated the Secured Obligations, such insurance proceeds shall be paid over to Mortgagee and not to Mortgagor for application pursuant to clause (B) below.

(ii) If the aggregate insurance proceeds received by reason of any single instance of damage or destruction shall exceed \$250,000, such insurance proceeds shall be paid over to Mortgagee unless required to be paid to the Depositary under the REA. In the event that 50% or more of the Premises has been damaged or destroyed, unless otherwise required under the REA, the Mortgagee may elect to (A) apply such insurance proceeds to the payment of the Secured Obligations, whether or not then

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matured, in such order and priority as the Mortgagee shall determine in its sole discretion or (B) apply the same to the repair and restoration of the Mortgaged Property by disbursing the same to Mortgagor, or the Depository under the REA, on a periodic basis and with such retainage as Mortgagee shall deem appropriate, but no more frequently than monthly, as the repair and restoration work progresses, upon receipt by Mortgagee of such guaranties of completion (from Mortgagor and/or other third parties acceptable to Mortgagee), surety bonds, requisitions, architect's certificates and title updates as Mortgagee shall in its good faith discretion require (including without limitation requiring Mortgagor, inter alia, to provide to Mortgagee for its approval appropriate plans and specifications and budgets, and to show that there are at all times sufficient funds in addition to the available insurance proceeds, as the case may be available for the completion of the repair and restoration in question and to pay all amounts due under this Mortgage and the Note during such repair and restoration). If less than 50% of the Premises has been damaged or destroyed, the proceeds shall be used for repair or restoration of the Premises in accordance with the same conditions set forth above, provided that the repair and restoration can be completed not less than 180 days prior to the maturity date of the indebtedness hereunder and such damage and/or destruction does not result in any one or more tenants under their respective Leases having the right to terminate their Leases unless such right has been waived in writing by such tenant or tenants to Mortgagee's reasonable satisfaction. With respect to any insurance proceeds that may be disbursed by the Depository under the REA to the extent Mortgagor has approval rights for the selection of the contractor or architect, the plans and specifications, and the submission of draw requests, such rights shall be exercised by Mortgagor only with the prior written consent of Mortgagee. If any excess proceeds shall remain after the repair and restoration work has been completed and paid for in full out of such insurance proceeds, such excess proceeds shall be retained by Mortgagee and applied in reduction of the Secured Obligations, whether or not then matured, in such order and priority as Mortgagee shall determine in its sole discretion. Interest, if any, earned on insurance proceeds while held by Mortgagee shall be added to the amount of such insurance proceeds. If while any such insurance proceeds are held by Mortgagee an Event of Default shall have occurred and be continuing or Mortgagee shall have accelerated the Secured Obligations, Mortgagee shall have no duty to make advances to Mortgagor as provided for in this clause (ii).

4.27.3 Notwithstanding anything to the contrary contained herein, the application of any insurance proceeds by Mortgagee to the Secured Obligations or the repair or restoration of the Mortgaged Property as provided in this Section 4.27 shall not reduce or excuse in any manner whatsoever Mortgagor's obligations diligently to repair and restore or cause to be repaired and restored the damaged portion of the Premises, as required under subsection 4.27.1 hereof).

4.27.4 No destruction of or damage to the Mortgaged Property, or any part thereof, by fire or other casualty whatsoever, whether such damage or destruction be partial or total or otherwise, shall relieve Mortgagor from its liability to pay in full as and when due the Secured Obligations, or from timely, fully and faithfully performing all its other obligations hereunder and under the Loan Documents. No application of insurance proceeds to the reduction of the Secured Obligations shall have the effect of releasing the lien of this Mortgage from all or

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any portion of the Mortgaged Property until and unless all of the Secured Obligations have been paid in full.

4.28. Condemnation; Knowledge of Proceedings.

4.28.1 Mortgagor, promptly upon obtaining knowledge of the institution or pending institution of any proceedings for the condemnation of the Mortgaged Property or any portion thereof, shall notify Mortgagee thereof, and Mortgagee may participate in any such proceedings and be represented by counsel of its selection. Mortgagor shall not make any agreement in lieu of condemnation of the Mortgaged Property or any portion thereof without the prior written consent of Mortgagee in each instance, which consent shall not be unreasonably withheld or delayed. In the event of the condemnation of the Mortgaged Property or any portion thereof, any awards for condemnation or payments in lieu thereof are hereby assigned and shall be paid to Mortgagee.

4.28.2 In the event that Mortgagee shall determine in its good faith judgment after an event of condemnation that the taking of the Mortgaged Property was so extensive as to make continued operation thereof not commercially viable, all of the Secured Obligations shall become immediately due and payable, and any awards for condemnation or payments in lieu thereof shall be paid over to Mortgagee and applied in reduction of the Secured Obligations in such order as Mortgagee may determine in its discretion, and any excess shall be paid to Mortgagor. Otherwise, Mortgagor shall proceed with reasonable diligence, at Mortgagor's sole cost and expense, to repair and restore or cause to be repaired or restored the Mortgaged Property into an architectural and commercially viable premises similar (to the greatest extent possible) to the previously existing structure, with such additional improvements as Mortgagor may elect to add. In the case of a condemnation which is not so extensive as to make continued operation of the Mortgaged Property not commercially viable, the Mortgagee shall hold the condemnation proceeds in an interest bearing account and apply such proceeds to the repair and restoration of the Mortgaged Property by disbursing the same to Mortgagor on a periodic basis and with such retainage as Mortgagee shall deem appropriate, but no more frequently than monthly, as the repair and restoration work progresses, and upon receipt by Mortgagee of such guaranties of completion, surety bonds, requisitions, architect's certificates and title updates as Mortgagee shall in its good faith discretion require (including without limitation requiring Mortgagor to show that there are at all times sufficient funds in addition to the available insurance proceeds, as the case may be) available for the repair and restoration in question. Provided that Mortgagee shall not have elected to cause the acceleration of the Secured Obligations pursuant to the first sentence of this subsection, in the event that Mortgagor fails to make any payment in respect of any such repairs and restorations, Mortgagee may, but shall not be obligated to, advance funds required for the completion of such repairs or restoration, and Mortgagor shall, on demand, reimburse Mortgagee for all sums advanced and expenses actually incurred by Mortgagee in connection therewith (including without limitation the charges, disbursements and reasonable fees of Mortgagee's counsel), together with interest thereon at the Default Rate (as defined in the Note) from the date each such advance is made or expense paid by Mortgagee until the date on which repayment thereof is received by Mortgagee, which amounts and the interest thereon shall become part of the Secured Obligations and be secured hereby. In the event that there are surplus proceeds of any award for condemnation or payments in lieu thereof, all such surplus proceeds shall be paid over to and/or retained by Mortgagee and shall be applied in reduction of

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the Secured Obligations in such order and priority as Mortgagee may determine in its discretion, and any excess shall be paid to Mortgagor.

4.28.3 Notwithstanding any taking by public or quasi-public authority through eminent domain or otherwise, Mortgagor agrees to continue to pay all amounts due in respect of the Secured Obligations, which shall not be reduced until any award or payment therefor shall have been actually received by Mortgagee for application to the discharge of the Secured Obligations. No application of the proceeds of any award for condemnation or payments in lieu thereof to the reduction of the Secured Obligations shall have the effect of releasing the lien of this Mortgage from the portion, if any, of the Mortgaged Property not taken until and unless the principal sum secured hereby, the interest thereon and the remainder of the Secured Obligations have been paid in full.

4.28.4 In the event of any temporary taking of the Mortgaged Property or any portion thereof in condemnation or by eminent domain, Mortgagor shall continue to pay all principal, interest and other sums and charges secured hereby when due and payable under the Note and the other Loan Documents and, so long as there has occurred no Event of Default that is continuing, receive the proceeds of any award for a temporary taking; provided, however, that if any award payable to Mortgagor on account of such taking is made in a lump sum or is payable other than in equal monthly installments, then the award shall be paid over to Mortgagee (who shall hold the same in an interest bearing account) and applied by Mortgagee to the payment of each monthly installment of interest and principal due under the Note and all of the other Secured Obligations as and when the same become due and payable; and provided, further, that the excess (if any) of such award received by Mortgagee over such monthly installment of interest and other Secured Obligations falling due for the entire period with respect to which such award was paid shall, monthly, be paid to or on behalf of Mortgagor for use solely in paying, with respect to the Premises, real estate and personal property taxes, insurance premiums, labor charges, repairs, utilities, accounting and legal expenses and other operating expenses; and provided further, that any unapplied portion of such award held by Mortgagee when such taking ceases or expires, or after all of the Secured Obligations shall have been paid in full (whichever first occurs), plus any interest accrued thereon, shall be repaid to Mortgagor. If while the proceeds of any such award are held by Mortgagee an Event of Default shall have occurred and be continuing, or Mortgagee shall have accelerated the Secured Obligations in compliance with this Mortgage, Mortgagee may apply such proceeds in reduction of the Secured Obligations in such order and priority as Mortgagee shall in its discretion determine.

4.29. General Right of Entry. Mortgagor agrees that it will permit Mortgagee from time to time upon reasonable advance notice (not to be less than one Business Day) and during regular business hours (or upon occurrence of any emergency situation, without advance notice and at any time) to enter upon and inspect the Mortgaged Property to determine its compliance with the requirements of this Mortgage and the other Loan Documents and to ascertain its condition, provided, however such entry onto and inspection of the Mortgaged Property shall be subject to the rights of tenants under the Leases and shall not disrupt business operations at the Premises.

4.30. Books of Account; Estoppel; Financial Statements.

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4.30.1 Mortgagor will keep adequate records and books of account of Mortgagor and the Premises at the principal office of Mortgagor in accordance with generally accepted accounting principles consistently applied reflecting all financial transactions of the Mortgagor in respect of the Mortgaged Property and will permit Mortgagee (at the cost and expense of Mortgagee unless an error in excess of a 5% discrepancy in net income, cash flow, operating expenses or net worth is discovered in which event the cost of such examination shall be borne by Mortgagor), by its agents, accountants and attorneys, to visit the Mortgaged Property and the office of Mortgagor and examine and make copies and extracts of Mortgagor's records and books of account and to discuss Mortgagor's affairs, finances and accounts with the officers of Mortgagor and its accountants, at such reasonable times during business hours with reasonable advance notice (which may be by telephone) of not less than five (5) business days. If an Event of Default occurs and remains uncured, Mortgagee shall have the right to require an audit of the records and books of account of Mortgagor at Mortgagor's cost. Promptly upon demand by Mortgagee, the Mortgagor, shall cause to be delivered to Mortgagee reports established and/or maintained by any rating agency and/or credit verification organization designated by Mortgagee (collectively, the "Credit Agencies") with respect to the credit status and/or financial condition of, and/or history of default with respect to credit transactions by, Mortgagor, the Guarantor and/or their respective partners, principals or major shareholders (collectively the "Credit Reports") and Mortgagor hereby expressly grants to Mortgagee the right, license and privilege to obtain the Credit Reports directly from the Credit Agencies at Mortgagor's cost.

4.30.2 Mortgagor covenants that it will, at its own expense, deliver to the Mortgagee, within (10) ten days after any reasonable request, a written certificate, in recordable form, setting forth to its knowledge the amount then due under this Mortgage and whether to its knowledge any offsets or defenses exist against the indebtedness secured hereby; and, if any such offsets or defenses are alleged to exist, then the nature of such offsets or defenses. Such certificate shall also contain a statement that the Mortgagor has no knowledge of the occurrence of any Event of Default nor of any other event, which, with the giving of notice or passage of time, or both, would constitute an Event of Default which has occurred and remains uncured as of the date of such certificate; or, if any such Event of Default or other default has occurred and remains uncured as of the date of such certificate, then such certificate shall contain a statement specifying the nature thereof, the time for which the same has continued and the action which the Mortgagor has taken or proposes to take with respect thereto and setting forth or describing such additional matters with respect to the Mortgagor, Loan or the Mortgaged Property as the Mortgagee shall request and such additional information as the Mortgagee may reasonably request. Such certificate shall be certified to, and may be relied upon by, such parties as the Mortgagee shall direct.

4.30.3 The Mortgagor will deliver to the Mortgagee within ninety (90) days after the close of Mortgagor's respective fiscal year, its balance sheet and statement of profit and loss setting forth, in comparative form, figures for the preceding year for the preceding year. Guarantor will deliver to the Mortgagee no later than ninety (90) days after the close of each year its balance sheet for the preceding year. The Mortgagor shall also deliver within ninety (90) days after the close of the calendar year an annual operating statement for the Mortgaged Property setting forth, in comparative form, figures for the preceding year, and a quarterly operating statement including current quarter and year to date information. Throughout the term of this Mortgage, the Mortgagor and such Guarantor, with reasonable promptness, will deliver to

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the Mortgagee such other information with respect to the Mortgagor or such Guarantor, as the Mortgagee may reasonably request from time to time. All financial statements and operating statements of the Mortgagor or such Guarantor shall be prepared in a manner reasonably satisfactory to the Mortgagee and shall be delivered in duplicate, and shall be accompanied by the certificate of a principal financial or accounting officer of Mortgagor or Guarantor, as the case may be, dated within five (5) days of the delivery of such statements to the Mortgagee, stating that such financial statements are true and correct and in the case of Mortgagor's certificate, that officer knows of no Event of Default, nor of any default which after notice or lapse of time or both would constitute an Event of Default, which has occurred and is continuing, or, if he or she knows that any such default or Event of Default has occurred and is continuing, specifying to the extent of his/her knowledge the nature and period of existence thereof and what action the Mortgagor has taken or proposes to take with respect thereto, and, except as otherwise specified, stating that he/she has no knowledge that the Mortgagor has not fulfilled all its obligations under this Mortgage which are required to be fulfilled on or prior to the date of such certificate. Mortgagor acknowledges the importance to Mortgagee of the timely delivery of each of the items required by this Section 4.30.3 and tenant financial information to be delivered pursuant to Section 4.7.1 (each, a "Required Financial Item" and collectively, the "Required Financial Items"). In the event that Mortgagor fails to deliver to Mortgagee any of the Required Financial Items when due each and such failure continues for five (5) days after written notice from Mortgagee to Mortgagor such event shall constitute a "Reporting Failure". A \$2,000 charge will be added to the principal balance of the Loan for each Reporting Failure, which charge shall become due and payable upon maturity of the Loan except that such charge will be waived for up to three (3) occurrences during the term of the Loan. Mortgagor expressly acknowledges that said charge is a reasonable determination of the damage to Mortgagee for failure to furnish such information.

4.31. Separate Tax Lot. Mortgagor represents and warrants that, except as previously disclosed by Mortgagor to Mortgagee in writing, the Premises are assessed for real estate tax purposes as a wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots.

4.32. Limitations on Transfer. Mortgagor hereby covenants and agrees that it will not, without the prior written consent in each instance of Mortgagee, which may be withheld in its sole discretion, (i) convey, sell, assign, lease or otherwise transfer any interest of Mortgagor in the Mortgaged Property or any portion thereof, (ii) pledge, mortgage, hypothecate, place a deed of trust or other Lien on or otherwise encumber Mortgagor's interest in the Mortgaged Property or any portion thereof, (iii) permit the conveyance, sale, assignment, pledge, mortgage, hypothecation or other transfer or disposition, either directly or indirectly or through one or more step transactions or tiered transactions, of interests in Mortgagor or in the partners, shareholders, principals or trustees of Mortgagor or in the partners, shareholders, principals or trustees of such partners, shareholders, principals or trustees, or any portion thereof, or (iv) enter into or permit to be entered into any agreement or arrangement to do any of the foregoing (each of the aforesaid acts referred to in clauses (i) through (iv) above being referred to herein as a "Transfer"). Any conveyance, sale, assignment, lease, pledge, mortgage, hypothecation, encumbrance or transfer deemed to be such by operation of Law shall also be deemed to be a Transfer. Any attempted Transfer in violation of this Section shall be void and of no force or effect. Notwithstanding the foregoing, Mortgagor may make any Permitted Transfer (as hereinafter defined). As used

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herein, "Permitted Transfer" shall mean (a) a transfer of title to portions of the Mortgaged Property among the Mortgagors, (b) any transfer of a membership interest in Mortgagor's member, if to a current member thereof or a family member or trust for the benefit of a family member of a current member thereof, and (c) a transfer to heirs or legatees of any such interest due to the death of a member of Mortgagor's member provided that in all instances Ivor Braka and members of his family and trusts for the benefit of his family members own more than 50% of the indirect ownership interests in Mortgagor, and there is no change in the individuals who have the power to control management decisions made on behalf of the Borrowers.

4.35. Recording, Filing and Perfection of Security, Interests; Fees.

4.35.1 Mortgagor, promptly upon the execution and delivery of the Note, this Mortgage, the Assignment of Leases and the Indemnity Agreement and thereafter from time to time, will cause this Mortgage, the Assignment of Leases and any other Loan Document creating a lien or evidencing the lien of this Mortgage upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to protect the lien hereof upon, and the interest of Mortgagee in, the Mortgaged Property.

4.35.2 Mortgagor will pay all filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of the Mortgage and any other Loan Document (including any security instrument with respect to the Personal Property and Proceeds) and any instrument of further assurance, and all federal, state, county and municipal mortgage recording taxes, stamp taxes and other taxes, duties, imports, assessments and charges arising out of or in connection with the execution and delivery of the Loan Documents, any deed of trust supplemental hereto, any supplemental security instrument with respect to the Personal Property and Proceeds or any instrument of further assurance.

4.34. Further Acts and Assurances. Mortgagor will, at its sole cost and expense, and without actual expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time reasonably require for better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, or filing, registering or recording this Mortgage, and, on demand, will execute and deliver, and hereby authorizes Mortgagee to execute and file, to the extent it may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien of this Mortgage or the lien intended hereby upon the Mortgaged Property.

4.35. Single Purpose Entity. Mortgagor has not since the date of its formation and shall not:

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(i) engage in any business or activity other than the acquisition, ownership, operation and maintenance of the Mortgaged Property, and activities incidental thereto;

(ii) acquire or own any material asset other than (i) the Mortgaged Property, and (ii) such incidental personal property as may be necessary for the operation of the Mortgaged Property;

(iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case Mortgagee's consent;

(iv) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Mortgagee, amend, modify, terminate or fail to comply with the provisions of Mortgagor's Partnership Agreement, Articles or Certificate of Incorporation, Articles of Organization, Operating Agreement or similar organizational documents, as the case may be;

(v) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of Mortgagee, except the ownership by 122 Property, LLC of 122 S Michigan Retail W LLC and 122 S Michigan Retail A LLC;

(vi) commingle its assets with the assets of any of its partner(s), members, shareholders, affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Mortgagor permitted hereunder and properly accounted for;

(vii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Mortgaged Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event the outstanding principal balance of such debt shall not exceed at any one time two percent (2%) of the outstanding Loan,

(viii) allow any person or entity to pay its debts and liabilities (except a Guarantor) or fail to pay its debts and liabilities solely from its own assets;

(ix) fail to maintain its records, books of account and bank accounts separate and apart from those of the shareholders, partners, members, principals and affiliates of Mortgagor, the affiliates of a shareholder, partner or member of Mortgagor, and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to

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contain footnotes disclosing that the Mortgaged Property is actually owned by the Mortgagor;

(x) enter into any contract or agreement with any shareholder, partner, member, principal or affiliate of Mortgagor, any Guarantor, or any shareholder, partner, member, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any shareholder, partner, member, principal or affiliate of Mortgagor or Guarantor, or any shareholder, partner, member, principal or affiliate thereof;

(xi) seek dissolution or winding up, in whole or in part;

(xii) fail to correct any known misunderstandings regarding the separate identity of Mortgagor;

(xiii) hold itself out to be responsible or pledge its assets or creditworthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Mortgagor;

(xiv) make any loans or advances to any third party, including any shareholder, partner, member, principal or affiliate of Mortgagor, or any shareholder, partner, member, principal or affiliate thereof;

(xv) fail to file its own tax returns, except to the extent a consolidated tax return is permitted to be filed, or to use separate contracts, purchase orders, stationery, invoices and checks;

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the entity with which such other party is transacting business, or (ii) to suggest that Mortgagor is responsible for the debts of any third party (including any shareholder, partner, member, principal or affiliate of Mortgagor, or any shareholder, partner, member, principal or affiliate thereof);

(xvii) fail to allocate fairly and reasonably among Mortgagor and any third party (including, without limitation, any Guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;

(xviii) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;

(xix) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

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(xx) file a voluntary petition or otherwise initiate proceedings to have the Mortgagor adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Mortgagor, or file a petition seeking or consenting to reorganization or relief of the Mortgagor as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Mortgagor; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Mortgagor or of all or any substantial part of the properties and assets of the Mortgagor, or make any general assignment for the benefit of creditors of the Mortgagor, or admit in any legal proceeding the inability of the Mortgagor to pay its debts generally as they become due or declare or effect a moratorium on the Mortgagor debt or take any action in furtherance of any such action;

(xxi) share any common logo with or hold itself out as or be considered as a department or division of (i) any shareholder, partner, principal, member or affiliate of Mortgagor, (ii) any affiliate of a shareholder, partner, principal, member or affiliate of Mortgagor, or (iii) any other person or entity or allow any person or entity to identify the Mortgagor as a department or division of that person or entity; or

(xxii) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Mortgagor or the creditors of any other person or entity.

4.36. **OFAC.** Mortgagor hereby represents and warrants that Mortgagor and Guarantor and each and every person or entity that to Mortgagor's knowledge has an economic interest in Mortgagor, (i) is in full compliance with all applicable orders, rules, regulations and recommendations of The Office of Foreign Assets Control of the U.S. Department of the Treasury; (ii) is not a Prohibited Person (as defined below); (iii) is in full compliance with the requirements of the Patriot Act and all other requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury (as used in this Section only, "**OFAC**"); (iv) is operated under policies, procedures and practices, if any, that are in compliance with the Patriot Act and available to Mortgagee for Mortgagee's review and inspection during normal business hours and upon reasonable prior notice; (v) not in receipt of any notice from the Secretary of State or the Attorney General of the United States or any other department, agency or office of the United States claiming a violation or possible violation of the Patriot Act; (vi) is not a person who has been determined by competent authority to be subject to any of the prohibitions contained in the Patriot Act; and (vii) is not owned or controlled by or now acting and or will in the future act for or on behalf of any person who has been determined to be subject to the prohibitions contained in the Patriot Act. Mortgagor covenants and agrees that in the event Mortgagor receives any notice that Mortgagor or Guarantor (or any of their respective beneficial owners, affiliates or participants) become listed on the Annex or any other list promulgated under the Patriot Act or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Mortgagor shall immediately notify Mortgagee. It shall be an Event of Default hereunder if Mortgagor, Guarantor or any other party to any Loan Document becomes listed on any list promulgated under the Patriot Act or is indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

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"Prohibited Person" shall mean any person or entity:

(i) that is a "blocked" person listed in the Annex, or otherwise subject to the provisions of, the Executive Order Nos. 12947, 13099 and 13224 on Terrorist Financing, effective September 24, 2001, and all modifications thereto or thereof, and relating to Blocking Mortgaged Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (as used in this Section only, the "**Annex**");

(ii) that is owned or controlled by, or acting for or on behalf of, any person or entity that is listed to the Annex, or is otherwise subject to the provisions of, the Annex;

(iii) with whom Mortgagee is prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering law, including the Annex;

(iv) who commits, threatens or conspires to commit or supports "terrorism" as defined in the Annex;

(v) that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other replacement official publication of such list or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of the OFAC issued pursuant to the Patriot Act or on any other list of terrorists or terrorist organizations maintained pursuant to the Patriot Act; or

(vi) who is an Affiliate of or affiliated with a person or entity listed above.

"Patriot Act" shall mean the USA PATRIOT Act of 2001, 107 Public Law 56 (October 26, 2001) and in other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including Executive Order 13224 effective September 24, 2001.

4.37. **Union Labor**. During the term of the Loan, Mortgagor agrees to comply with the Union Labor Standards in Exhibits B-1 and B-2. A breach during the term of the Loan will entitle Mortgagee to increase the annual interest rate by 1/8 of 1% per breach for the remaining term of the Loan provided that if Mortgagor has used diligent efforts to comply with the Union Labor Standards such rate increase will not be imposed unless Mortgagor fails to cure the violation of the Union Labor Standards promptly after the earlier of receipt of notice of such violation or Mortgagor obtaining knowledge of such violation.

4.38. **Taxation**. The Mortgagee shall have the right to declare all sums secured by this Mortgage to be due and payable 120 days following the date of demand if:

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(i) it shall be illegal for Mortgagor to pay any tax or other sum referred to in any Loan Document required to be paid by Mortgagor, or if the payment of such tax or other sum or any of the Secured Obligations by Mortgagor would result in the violation of applicable usury laws, in which case the Prepayment Premium (as defined in the Note) shall not apply; or

(ii) there should occur after the date hereof the passage of any law in the Jurisdiction changing in any way the laws for the taxation of deeds of trust or mortgages or debts secured by deeds of trust or mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on any Loan Document or the indebtedness secured by this Mortgage, and Mortgagor fails or is otherwise unable to make timely payment therefor;

All of the representations and warranties in this Article 4 and elsewhere in the Loan Documents (i) shall survive for so long as any portion of the Debt remains owing to Mortgagee and (ii) shall be deemed to have been relied upon by Mortgagee notwithstanding any investigation heretofore or hereafter made by Mortgagee or on its behalf.

4.39. Holdback.

4.39.1 Mortgagee shall withhold \$3,550,000 (the "Holdback") from the initial disbursement of the Loan to be disbursed later to Mortgagor for it to pay certain retail leasing and retail related building improvement costs in accordance with a budget approved by Mortgagee at the time of initial disbursement of the Loan (the "Budget"). If the Budget shows that additional funds will be required to complete and pay for any retail leasing and retail related building improvement costs including both hard and soft dollar costs and contributions to retail tenants improvements, then the amount of such excess funds shall be deposited in escrow with Mortgagee (the "Retail Escrow"). Any changes to the Budget shall be subject to Mortgagee's prior written approval which will not be unreasonably withheld, delayed or conditioned. The Holdback shall be comprised of three or four different components as set forth in the Budget. A portion will be to fund improvement work being done by Mortgagor (hereinafter referred to as the "Landlord's Improvement Holdback") in connection with certain landlord obligations related to construction of the space to be occupied by Walgreen Co. ("Walgreens") in accordance with that certain lease (the "Walgreens Lease") between Mortgagor and Walgreens Co. (the "Walgreens Work") and construction of the space expected to be occupied by another tenant approved by Mortgagee (the "Restaurant Tenant") in accordance with a lease to be entered into between Mortgagor and the Restaurant Tenant (the "Restaurant Lease") which will have been approved by Mortgagee prior to commencement of the work (the "Restaurant Work") and other building reconfiguration work in connection with the retail space (collectively, the "Landlord Work"). A portion of the Holdback (the "Tenant's Improvement Holdback") will be used to fund cash contributions to be made by Mortgagor to Walgreens and the Restaurant Tenant (if any) pursuant to the terms of their respective leases to fund tenant improvements being done by the tenant (the "Tenant Work Contribution"). The third portion of the Holdback will be available to fund leasing commissions for the leases with Walgreens and the Restaurant Tenant (the "Leasing Commission Holdback"). If the total costs shown in the Budget are less than the amount of the Holdback, then the remaining amount of the Holdback shall be available to pay the payables accrued as of the date hereof (and not included as budgeted costs) on the same terms and conditions as are set forth in the second sentence of Section 4.39.2.

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4.39.2 Mortgagee shall make disbursements from the Landlord's Improvement Holdback for improvement obligations incurred by Mortgagor in the following manner: (i) twenty percent (20%) of the Landlord's Improvement Holdback when the Landlord Work is twenty-five percent (25%) completed; (ii) forty-five percent (45%) of the Landlord's Improvement Holdback when the Landlord Work is fifty percent (50%) completed; (iii) seventy percent (70%) of the Landlord's Improvement Holdback when the Landlord Work is seventy-five percent (75%) completed; and (iv) the remaining balance of the Landlord's Improvement Holdback when the Landlord Work is fully completed. Mortgagee shall make disbursements as requested by Mortgagor upon receipt of a certification by the inspecting architect that all improvements have been satisfactorily completed to the extent required pursuant to the preceding sentence at the time of disbursement, upon delivery by Mortgagor of Mortgagee's standard form of draw request (including invoices for the work for which disbursement is being requested), upon receipt of a date down endorsement to Mortgagee's title insurance policy insuring such additional disbursement subject only to the Permitted Exceptions, and, if required by Mortgagee, lien waivers and releases from all parties furnishing materials and/or services in connection with the requested payment.

4.39.3 Mortgagee shall make disbursements from the Tenant's Improvement Holdback at the time that the applicable tenant is entitled to a contribution from Mortgagor under the applicable tenant's lease. Mortgagee shall make disbursements as requested by Mortgagor upon delivery by Mortgagor of Mortgagee's standard form of draw request, upon receipt of a date down endorsement to Mortgagee's title insurance policy insuring such additional disbursement subject only to the Permitted Exceptions, and, if required by Mortgagee, lien waivers and releases from all parties furnishing materials and/or services in connection with the requested payment.

4.39.4 Mortgagee shall make disbursements from the Leasing Commission Holdback to pay leasing commissions when due in accordance with the terms of the applicable lease in the amounts set forth in the Budget. Mortgagee shall make such disbursements upon receipt of the applicable broker agreement and broker invoice which conforms to the Budget, upon delivery by Mortgagor of Mortgagee's standard form of draw request, and upon receipt of a date down endorsement to Mortgagee's title insurance policy insuring such additional disbursement subject only to the Permitted Exceptions.

4.39.5 Any funds received by Mortgagor pursuant to early termination options under any Leases ("Termination Payments") shall be escrowed with Mortgagee and shall be advanced to pay for future leasing costs related to the retail space prior to disbursement of funds from the Holdback, then for any leasing costs associated with retreating the space currently occupied by the tenants identified in Section 4.40 if any of such tenants give a notice of termination, and then to leasing costs incurred in connection with any other Leases entered into in accordance with the terms of this Mortgage. Such funds shall constitute a part of the Leasing Reserve Fund for purposes of the provisions set forth in Section 4.41 below, and shall be disbursed subject to the conditions set forth in Section 4.40, provided, however that the Termination Payments shall not be counted in determining whether the Required Leasing Reserve Amount (as defined in Section 4.40) has been deposited with Mortgagee.

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4.39.6 After Mortgagee receives evidence satisfactory to Mortgagee that all costs which are to be paid from the Holdback have been fully paid, any remaining funds in the Holdback that have not been disbursed shall be available for disbursement to pay for costs in connection with leasing any other space in the Improvements pursuant to Leases entered into in accordance with the requirements of this Mortgage.

4.40. Leasing Reserve. Notwithstanding anything to the contrary herein, in the event any of (i) Getty Images, (ii) the State of Illinois, or (iii) Ultra Stores provides Mortgageor with a Lease termination notice, all net operating income from the Mortgaged Property shall be deposited in escrow with Mortgagee (the "Leasing Reserve Fund") until such time as the Required Leasing Reserve Amount (as hereinafter defined) is on deposit in the Leasing Reserve Fund. In such event, Mortgageor shall provide to Mortgagee an operating statement for the Mortgaged Property on or before the twentieth (20th) day of each month containing a calculation of the net operating income (determined in a manner satisfactory to Mortgagee) from the Mortgaged Property for the prior calendar month, and concurrently therewith Mortgageor shall deposit with Mortgagee the amount of such net operating income. As used herein, the "Required Leasing Reserve Amount" shall be the amount determined by Mortgagee in good faith after discussions with the Mortgageor and Mortgagee's consultants (including an independent, professionally-certified appraiser selected by Mortgagee, and an independent, professionally-certified architect) to be necessary in order to lease the space(s) for which the tenant has terminated its Lease. The amount in the Leasing Reserve Fund shall be disbursed from time to time to pay costs incurred by Mortgageor pursuant to new leases for the applicable space that have been approved by Mortgagee (less any of such costs already paid for by Mortgageor). The conditions to such disbursement shall be consistent with the conditions set forth in Section 4.39 for disbursements of the Holdback.

4.41. Security Interest in Leasing Reserve Fund.

(a) Mortgageor grants to Mortgagee a first-priority perfected security interest in the Leasing Reserve Fund and any and all monies now or hereafter deposited in the Leasing Reserve as additional security for payment of the Secured Obligations. Until expended or applied in accordance herewith, the Leasing Reserve Fund shall constitute additional security for the Secured Obligations.

(b) Upon the occurrence of an Event of Default that remains uncured, Mortgagee may, in addition to any and all other rights and remedies available to Mortgagee, apply any sums then present in any or the Leasing Reserve Fund to the payment of the Secured Obligations in any order in its sole discretion.

(c) The Leasing Reserve Fund shall not constitute trust funds and may be commingled with other monies held by Mortgagee. Mortgageor shall not be entitled to any interest on any of the Leasing Reserve Fund.

(d) Mortgageor shall not, without obtaining the prior written consent of Mortgagee, further pledge, assign or grant any security interest in the Leasing Reserve Fund or the monies deposited therein or permit any lien or encumbrance to attach thereto, or any levy to be made

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thereon, or any UCC-1 Financing Statements, except those naming Mortgagee as the secured party, to be filed with respect thereto.

Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations and costs and expenses (including litigation costs and reasonable attorney's fees and expenses) arising from or in any way connected with the Leasing Reserve Fund or the performance of the obligations for which the Leasing Reserve Fund was established, except to the extent arising from the negligence or willful misconduct of Mortgagee, its agents or employees. Mortgagor shall assign to Mortgagee all rights and claims Mortgagor may have against all Persons supplying labor, materials or other services which are to be paid from or secured by the Leasing Reserve Fund; provided, however, that Mortgagee may not pursue any such right or claim unless an Event of Default has occurred and remains uncured.

4.42. REA. Mortgagor shall comply with all of its obligations under the terms of the REA and shall not agree to any amendment of the REA without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, delayed or conditioned. Mortgagee agrees that its rights in the Mortgaged Property are subject to the terms and conditions of the REA and agrees that Mortgagor's performance of its obligations under the REA will not violate any provision of this Mortgage.

ARTICLE 5

EVENTS OF DEFAULT

5.1. Events of Default. It shall be an event of default ("Event of Default") if one or more of the following shall occur:

5.1.1 If default shall be made in the payment of any installment of interest or principal due under the Note when and as the same shall have become due and payable as in the Note or in the payment of the monthly Tax and Insurance Deposits required herein, provided and such default shall continue uncured for a period of five (5) business days.

5.1.2 If default shall be made in the payment of any of the other Secured Obligations (excluding amounts referenced in Section 5.1.1), when and as the same shall have become due and payable as in the Note and any other Loan Document provided, or in the performance of any of Mortgagor's other obligations under any of the Loan Documents which performance consists solely of the payment of a sum of money, (i) prior to maturity (whether such maturity occurs by acceleration, lapse of time or otherwise), if such default shall have continued for a period of ten (10) days after written notice thereof to Mortgagor, and (ii) upon maturity (whether such maturity occurs by acceleration, lapse of time or otherwise).

5.1.3 If default shall be made in the due observance or performance of any covenant or agreement on the part of Mortgagor contained in Section 4.26 (Insurance) hereof.

5.1.4 If Mortgagor shall suffer or permit any Transfer to occur, either voluntarily or involuntarily (other than transfers expressly permitted under Section 4.32 hereof), or if any Improvement or article of Personal Property is intentionally removed or demolished by

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Mortgagor other than in accordance with the provisions of Sections 4.22 through 4.24 hereof. The provisions of this subsection 5.1.4 shall apply to each and every such Transfer, removal and demolition, whether or not Mortgagee has waived by its action or inaction its rights with respect to any previous Transfer, removal or demolition.

5.1.5 If at any time any representation or warranty made or deemed made under any Loan Document or any other document or certificate provided in connection with any Loan Document or the Secured Obligations shall be proven to have been materially incorrect when made or deemed made, as the case may be.

5.1.6 If default shall be made in the due observance or performance of any covenant, condition or agreement under this Mortgage, other than those defaults referred to in or covered by subsections 5.1.1 through 5.1.5 above, and such default shall continue unremedied for a period of more than thirty (30) days after Mortgagee gives notice thereof to Mortgagor; or, in any case where such default is susceptible to cure but cannot with due diligence be cured within such thirty (30) day period, such longer period (not to exceed ninety (90) days) as is required diligently to effect the cure of such default, but only so long as Mortgagor promptly notifies Mortgagee of its intention to cure and commences cure of such default within such thirty (30) day period and at all times thereafter prosecutes such cure with all due diligence to completion.

5.1.7 If any default shall be made in the due observance or performance of any covenant, condition or agreement in any Loan Document, and such default shall have continued beyond the grace period, if any, provided for therein; or, with respect to any default under any Loan Document other than this Mortgage, the Note, the Assignment of Leases, or the Indemnity Agreement where no cure period is provided for, if such default shall continue unremedied for a period of more than thirty (30) days after Mortgagee gives Notice thereof to Mortgagor, or, in any case where such default is susceptible to cure by Mortgagor but cannot with due diligence be cured within such thirty (30) day period, such longer period (not to exceed ninety (90) days) as is required diligently to effect the cure of such default, but only so long as Mortgagor promptly notifies Mortgagee of its intention to cure and commences cure of such default within such thirty (30) day period and at all times thereafter prosecutes such cure with all due diligence to completion.

5.1.8 If by order of a court of competent jurisdiction, a trustee, receiver, custodian or liquidator of the Mortgaged Property, or any part thereof, or of Mortgagor or any Guarantor shall be appointed and such order shall not be discharged or dismissed within sixty (60) days after such appointment.

5.1.9 If Mortgagor or any Guarantor shall file a petition in bankruptcy or for an arrangement for reorganization pursuant to the Federal Bankruptcy Act or any similar Law, federal or state, or if, by decree of a court of competent jurisdiction, Mortgagor or any Guarantor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or receivers of all or any part of its property.

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5.1.10 If any of the creditors of Mortgagor or any Guarantor shall file a petition in bankruptcy against Mortgagor or any Guarantor, as the case may be, or for the reorganization of Mortgagor or any Guarantor pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and if such petition shall not be discharged or dismissed within sixty (60) days after the date on which such petition was filed.

5.1.11 If final judgment for the payment of money in the amount of \$100,000 or more shall be rendered against Mortgagor or any Guarantor and Mortgagor or any Guarantor, as the case may be, shall have failed to discharge the same or cause it to be discharged within ninety (90) days from the entry thereof, or shall have failed to appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and to have secured a stay of execution pending such appeal.

5.1.12 If it shall be illegal for Mortgagor to pay any tax or other sum referred to in any Loan Document required to be paid by Mortgagor, or if the payment of such tax or other sum or any of the Secured Obligations by Mortgagor would result in the violation of applicable usury laws.

5.1.13 If there should occur after the date hereof the passage of any law in the Jurisdiction deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or changing in any way the laws for the taxation of deeds of trust or mortgages or debts secured by deeds of trust or mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a tax, either directly or indirectly, on any Loan Document or the indebtedness secured by this Mortgage, and Mortgagor fails or is otherwise unable to make timely payment therefor.

5.1.14 If a default shall occur under any obligation set forth in any Permitted Exception or any other agreement, contract, instrument or indenture to which the Mortgagor is a party beyond the period of grace, if any, provided therein, the effect of which entitles any obligee or obligees of such obligation to foreclose upon all or any material portion of the Mortgaged Property, or which otherwise (in Mortgagee's good faith judgment) materially adversely affects the operations of the Improvements or the Mortgagor.

5.1.15 If a default shall occur and be continuing beyond any applicable grace or cure period, if any, under the Carveout Guaranty or Completion Guaranty.

ARTICLE 6

REMEDIES AND RELATED MATTERS

6.1. Remedies. Upon the occurrence of any Event of Default that remains uncured, the Mortgagee, at the option of the Mortgagee, may:

6.1.1 by notice to the Mortgagor, declare the entire principal amount under the Note then outstanding, and all accrued and unpaid interest thereon, to be immediately due and payable, and upon such declaration such principal amount and said accrued and unpaid interest and all other Secured Obligations shall become and be immediately due and payable, anything in the Note or in this Mortgage to the contrary notwithstanding;

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6.1.2 by itself, its agents or attorneys, or by a court-appointed receiver, enter into and upon all or any part of the Mortgaged Property and each and every part thereof and exclude the Mortgagor, its agents and servants wholly therefrom; and having and holding the same, use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, at the expense of the Mortgagor from time to time, either by purchase, repairs or construction, maintain and restore the Mortgaged Property and, likewise make all necessary or proper repairs, renewals and replacements and such alterations, betterments, additions and improvements thereto and thereon as it may reasonably deem advisable and insure the same; and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Property and to carry on the business thereof and exercise all rights and powers of the Mortgagor, or otherwise, as it shall deem best, in its commercially reasonable discretion; and the Mortgagee shall be entitled to collect and receive all Rents and other earnings, revenues, issues, profits and income of the Mortgaged Property and after deducting the expenses of conducting the business thereof and all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Mortgaged Property or any part thereof, as well as just and reasonable compensation for the services of all attorneys, counsel agents, clerks, servants and other employees engaged or employed by it, the Mortgagee may apply the remainder of the monies so received by it, first to the payment of any other sums required to be paid by the Mortgagor under this Mortgage; then to the payment of all other Secured Obligations in such order as Mortgagee shall elect, in its commercially reasonable discretion; and the balance, if any, shall be turned over to the Mortgagor or such other person as may be lawfully entitled thereto;

6.1.3 with or without entry, personally or by its agents or attorneys insofar as applicable:

(a) foreclose the lien and security interest of this Mortgage against the Mortgaged Property, or any portion thereof, in accordance with the laws of the State of Illinois and the provisions hereof for all Secured Obligations secured hereby or for any portion of such Secured Obligations or any other sums secured hereby which are then due and payable, subject to the continuing lien of this Mortgage for the balance of the Secured Obligations not then due; it being agreed that several sales may be made hereunder without exhausting the rights of sale for any other breach by the Mortgagor of any of the Secured Obligations secured hereby, it being the purpose to provide for foreclosure and sale of the Mortgaged Property, or any portion thereof, for any matured portion of any of the Secured Obligations secured hereby or otherwise provided for herein without exhausting the power to foreclose and sell the Mortgaged Property, or any portion thereof, for any other part of the Secured Obligations secured hereby, whether matured at the time or subsequently maturing; or

(b) take such other steps to protect and enforce their respective rights, whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Note, this Mortgage or any other Loan Document, or in aid of the execution of any power granted herein or in the Note, this Mortgage or any other Loan Document, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Mortgagee may elect.

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6.2. Foreclosure and Sale; Application of Proceeds; Waiver of Right of Redemption; Etc.

6.2.1 Foreclosure and Sale. During the continuance of any Event of Default, the Mortgagee, personally or by its agents or attorneys, may sell the Mortgaged Property, or any part or parts thereof, and all estate, right, title, interest, claim and demand therein, at public auction at such time and place and upon such terms and conditions as the Mortgagee may deem appropriate or as may be required or permitted by applicable law or rule of court, having first given notice prior to the sale of such time, place and terms to Mortgagor and by advertisement in at least one newspaper published or having a general circulation in the county or counties in which the Mortgaged Property is located or at such time or times as may be required by applicable law or rule of court, and at such other times and by such other methods, if any, as the Mortgagee may deem appropriate.

6.2.2 Adjournment of Sale. The Mortgagee may adjourn from time to time any sale to be made by it 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 an applicable provision of law or rule of court, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

6.2.3 Effect of Sale Upon Mortgagor. Any sale or sales made under or by virtue of this Article, whether made under the power of sale herein granted or 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 the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

6.2.4 Acceleration Upon Sale. In the event of any sale or sales made under or by virtue of this Subsection, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, all Secured Obligations, if not previously due and payable, and all other sums required to be paid by the Mortgagor pursuant to the Note, this Mortgage and the other Loan Documents, shall, at the option of the Mortgagee, immediately become due and payable, in full, anything in the Note, this Mortgage or the other Loan Documents to the contrary notwithstanding.

6.2.5 Appointment of Receiver. During the continuance of an Event of Default, the Mortgagee shall be entitled (and, to the extent permitted under the laws of Illinois, with five (5) days' notice, without regard to the adequacy of any security for the Secured Obligations and without regard to the solvency of any person, partnership or entity liable for the payment thereof) to the appointment of a receiver or receivers of the Mortgaged Property and of all of the earnings, revenues, rents, issues, profits and income there from, and the Mortgagor hereby consents to the appointment of such receiver and agrees that it will not oppose any such appointment; provided, however, that notwithstanding the appointment of any receiver as aforesaid, the Mortgagee shall be entitled to retain possession and control of the Mortgaged Property. Such receiver shall have all of the powers and authority permitted by applicable law.

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6.2.6 Application of Proceeds. The proceeds of any sale made under or by virtue of this Article, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, together with any other sums which may then be held by the Mortgagee pursuant to this Mortgage, whether under the provisions of this Subsection or otherwise, shall be applied as follows:

First: To the payment of the actual costs and expenses of such sale or sales, including the reasonable fees, charges and disbursements of its agents, and the charges, disbursements and reasonable fees of its counsel, and of any judicial or other proceedings wherein the same may be made, and of all expenses, liabilities and advances reasonably made or incurred by Mortgagee under this Mortgage, together with interest at the Default Rate on all advances made by Mortgagee, and of taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment of any actual expenses, charges, losses, indemnities, penalties, premiums (including, without limitation, late payment premiums) and all other amounts due under the Loan Documents, excluding interest and principal.

Third: To the payment of interest on the unpaid principal due under the Note.

Fourth: To the payment of principal due under the Note.

Fifth: To the payment of all other Secured Obligations.

Sixth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same (including, if applicable, Mortgagor, any partner of Mortgagor or the affiliate of any of them).

6.2.7 Application of Purchase Money. In the event of any sale made under or by virtue of this Section 6.2, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the receipt of the officer making the sale under judicial proceedings or of the Mortgagee for the payment of the purchase money shall be full and sufficient discharge of the purchaser of the Mortgaged Property for the purchase money and no such purchaser, after paying such purchase money and receiving such a receipt, shall be bound or liable to see to the application of such purchase money.

6.2.8 Conveyance of the Mortgaged Property. Upon the completion of any sale or sales made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Mortgagee or an officer of the court empowered so to do, shall execute and deliver to the purchaser or purchasers a good and sufficient instrument or instruments, conveying, assigning and transferring all estate, right, title and interest of the Mortgagor in and to the Mortgaged Property and rights sold, including the estate of the Mortgagor as lessor under the Leases, but without any covenant or warranty, express or implied. Following any final, non-appealable foreclosure judgment issued by a court of competent jurisdiction, the Mortgagee is hereby appointed, which appointment is coupled with an interest and is irrevocable, the true and lawful attorney of the Mortgagor, in its name and stead, to make all necessary conveyances,

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assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers, all such instruments as may be advisable, in the reasonable judgment of the Mortgagee, for that purpose, and as may be designated in any such request.

6.2.9 Purchase of Mortgaged Property. The Mortgagee shall have the right to be a purchaser at any sale made under or by virtue of this Mortgage, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, and on so purchasing shall have the right to be credited upon the amount of the bid made therefor with the amount payable to the Mortgagee out of the net proceeds of such sale. In the event of any such sale, the Secured Obligations, if not previously due, shall be and become immediately due and payable without demand or notice of any kind.

6.2.10 Waiver of Right of Redemption - Exemptions Waived. The Mortgagor will not at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of a stay or extension or moratorium law, any exemption from attachment, execution or sale of the Mortgaged Property, or any part thereof, whether enacted now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the Mortgaged Property so sold, or any part thereof, and the Mortgagor hereby expressly waives all benefit and advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any right, power or remedy herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every right, power or remedy as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who claim under it, waives, to the extent that it lawfully may, the benefit of any homestead exemption and any and all right to have the Mortgaged Property marshalled upon any sale or foreclosure hereunder.

6.2.11 Recovery of Judgment.

A. During the continuation of any Event of Default, the Mortgagee shall be entitled and empowered to institute such actions or proceedings at law or in equity as it may consider advisable for the collection of the Secured Obligations, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any such judgment or final decree against the Mortgagor in any manner provided by law. The Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceeding for the enforcement of any remedies provided for in the Note, this Mortgage, or the other Loan Documents and the right of the Mortgagee to recover judgment as aforesaid shall not be affected by any sale hereunder, or by the passage or entry of a decree for the sale of the Mortgaged Property, or any part thereof, or by the enforcement of the provisions of the Note, this

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Mortgage, and the other Loan Documents or the foreclosure of the lien hereof. In the event of a sale of the Mortgaged Property, and of the application of the proceeds of sale, as in this Mortgage provided, to the payment of the Secured Obligations, the Mortgagee, except as otherwise provided in the Note, shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid with respect to the Secured Obligations, and shall be entitled to recover judgment for any portion of the Secured Obligations remaining unpaid, together with interest as provided in the Note. In case of proceedings against the Mortgagor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then the Mortgagee shall be entitled to prove the whole amount due on account of the Secured Obligations, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no case shall the Mortgagee receive a greater amount than the total amount due on account of the Secured Obligations from the aggregate amount of the proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Mortgagor.

B. No recovery of any judgment upon the Mortgaged Property or upon any other property of the Mortgagor shall affect, in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property, or any part thereof, or any liens, rights, powers or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before, unless Mortgagee has been paid the total amount due on account of the Secured Obligations, in which case the lien of this Mortgage shall be promptly released by Mortgagee.

6.2.12 Discontinuance of Proceedings. If the Mortgagee shall commence any proceeding to enforce any right, power or remedy hereunder or under the Note, or the other Loan Documents and such proceeding shall be discontinued or abandoned for any reason, then in every such case the parties shall be restored to their former positions and the rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been commenced.

6.2.13 Judicial Foreclosure. The provisions hereinabove set forth relating to the remedy of foreclosure of the lien of this Mortgage by public sale to be conducted by the Mortgagee, are not intended as an exclusive method of foreclosure hereunder or to deprive the Mortgagee of any other legal or equitable remedies available to it. Accordingly, it is specifically agreed that such remedy shall be cumulative and shall not in any way be construed as an exclusive remedy, and Mortgagee shall be fully entitled to a court foreclosure and to avail itself of any and all other legal or equitable remedies at any time available under the laws of the State of Illinois.

6.3. No Conditions Precedent to Exercise of Remedies. The Mortgagor shall not be relieved of any obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other person to take action to foreclose on this Mortgage or otherwise to enforce any provisions of the Note, this Mortgage or the other Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the Mortgaged Property, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and the Mortgagee extending the time of payment or modifying the terms of the Note, this Mortgage or the other Loan Documents without first having obtained the consent of the Mortgagor, and, in the latter event, the Mortgagor shall continue to be liable to make payment

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according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by the Mortgagee. The Mortgagee shall not be required to proceed hereunder before proceeding against any other security held by the Mortgagee for the payment of the Secured Obligations or for the performance by the Mortgagor of all of its obligations under the Note, this Mortgage or any of the Loan Documents, nor shall the Mortgagee be required to proceed against such other security before proceeding hereunder. The Mortgagee shall be entitled to proceed hereunder and against such other security in such order and manner as it may elect and no such action by the Mortgagee shall operate to preclude it from proceeding against any or all of any security at the same time or in any order.

6.4. No Merger. It is the intention of the parties hereto that if the Mortgagee shall at any time hereafter acquire title to all or any portion of the Mortgaged Property, then, and until the Secured Obligations have been satisfied in full, the interest of the Mortgagee hereunder and the lien of this Mortgage shall not merge or become merged in or with the estate and interest of the Mortgagee as the holder and owner of title to all or any portion of the Mortgaged Property and that, until such payment, the estate of the Mortgagee in the Mortgaged Property and the lien of this Mortgage and the interest of the Mortgagee hereunder shall continue in full force and effect to the same extent as if the Mortgagee had not acquired title to all or any portion of the Mortgaged Property.

6.5. Remedies Cumulative. The remedies specified in this Section shall be in addition to all other rights and remedies provided herein or in any other Loan Document and which the Mortgagee may have at law or in equity and no single or partial exercise by the Mortgagee of any right or remedy hereunder or under any other Loan Document or which the Mortgagee may have at law or in equity shall exhaust the same or shall preclude any other or further exercise thereof or of any other right or remedy hereunder or under any other Loan Document or which the Mortgagee may have at law or in equity, and every such right or remedy hereunder or under any other Loan Document or which the Mortgagee may have at law or in equity may be exercised at any time and from time to time after the occurrence of an Event of Default.

6.6. Mortgagee's Performance of Mortgagor's Obligations. If Mortgagor shall fail timely to perform any of the covenants contained in this Mortgage, the Note, or any other Loan Document and such failure constitutes an Event of Default or arises during the continuation of a prior Event of Default, or if due to an emergency or other exigent circumstances earlier action is required, then Mortgagee may, upon notice to Mortgagor, make advances to perform the same on Mortgagor's behalf (except that Mortgagee agrees that it shall not make advances under this Section to pay any amount(s) secured by a Lien, or any Imposition, which Mortgagor is then contesting fully in accordance with the provisions of Section 4.6 or Section 4.7, as applicable). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Event of Default nor shall the provisions of this Section 6.6 or any exercise by Mortgagee of its rights hereunder prevent any default from constituting an Event of Default. Mortgagee, in making any payment hereby authorized (a) relating to Impositions, may do so according to any bill, statement or estimate, without inquiry into the validity of any such Imposition; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction or alterations, furnishing or equipping of the Improvements or the rental, operation or management of the Mortgaged Property or the payment

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of operating costs thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate, in its commercially reasonable discretion. Nothing contained herein shall be construed to require Mortgagee to advance monies for any purpose.

ARTICLE 7

MISCELLANEOUS

7.1. Enforceability. In the event that any provision of this Mortgage, the Note or any other Loan Document or the application thereof to Mortgagor or any circumstance in any jurisdiction governing this Mortgage, the Note or such Loan Document shall, to any extent, be invalid or unenforceable under any Law, such provision shall be deemed inoperative only to the extent that it may conflict therewith and shall be deemed modified to conform to such Law, and the remainder of this Mortgage, the Note or such Loan Document and the application of such invalid or unenforceable provision to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable shall not be affected thereby nor shall the same affect the validity or enforceability of any other provision of this Mortgage, the Note or such Loan Document.

7.2. Maximum Rate of Interest. Notwithstanding any contrary provision of this Mortgage, in no event shall the aggregate of the interest payable hereunder or under the Note, or any other Loan Document, or penalties or premiums for late payments, prepayment premiums, loan servicing fees, application fees, commitment fees, "points" or any other amounts, fees or charges which would under any applicable Law be deemed "interest" ever exceed the maximum amount of interest which under any applicable Law could be lawfully charged on the principal balance of the Note from time to time outstanding. In this connection, it is expressly stipulated and agreed that it is the intention of Mortgagee and Mortgagor in the execution and delivery of the Note, this Mortgage, the Assignment of Leases, the Indemnity Agreement and any other Loan Document contractually to limit the maximum amounts charged to, contracted for with, or received from Mortgagor in connection with the Secured Obligations which would be deemed "interest" under any applicable Law to the maximum non-usurious amount of interest which would be permitted under such Law. In furtherance thereof, it is stipulated and agreed that none of the terms of this Mortgage, the Note, the Assignment of Leases, the Indemnity Agreement or any other Loan Document shall ever be construed to create a contract to pay for the use, forbearance or detention of money interest at a rate in excess of the maximum non-usurious interest rate permitted to be charged to, contracted for with, or received from Mortgagor by Mortgagee under any applicable Law; neither Mortgagor nor any endorser or other parties now or hereafter becoming liable for the payment of the Secured Obligations shall ever be liable for interest in excess of the maximum non-usurious interest that under any applicable Law could be charged, contracted for or received from Mortgagor by Mortgagee; and the provisions of this Section shall be deemed to govern the maximum rate and amount of interest which may be paid under the Note, the Indemnity Agreement, the Assignment of Leases and any other Loan Document, and shall control over all other provisions of this Mortgage, the Note, the Assignment of Leases or any other Loan Document which might be in apparent conflict herewith. Specifically and without limiting the generality of the foregoing, it is expressly provided:

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7.2.1 If and when any installment of the interest calculated under the Note becomes due and the aggregate amount thereof, when added to the aggregate amount of any other amounts which constitute interest on the indebtedness evidenced thereby and which have been heretofore paid on said indebtedness, would be in excess of the maximum non-usurious amount of interest permitted by any applicable Law, in light of all discounts, payments or prepayments theretofore made on said indebtedness and presuming the Secured Obligations will be paid at their stated maturity date, then the aggregate amount of such interest installment shall be automatically reduced to the maximum sum, if any, which could lawfully be paid as interest on the principal balance of the Note on such date under such circumstances.

7.2.2 If under any circumstances the aggregate amounts paid on the Note, the Mortgage, the Indemnity Agreement, the Assignment of Leases and any other Loan Document prior to and incident to final payment thereof include any amounts which under any applicable Law would be deemed interest and which would exceed the maximum non-usurious amount of interest which, under any applicable Law, could lawfully have been collected on such indebtedness, Mortgagor and Mortgagee stipulate that such payment and collection will have been and will be deemed to have been the result of mathematical error on the part of both Mortgagor and Mortgagee, and the person or entity receiving such excess payment shall promptly refund the amount of such excess (to the extent only of the excess of such interest payments above the maximum non-usurious amount which could lawfully have been collected and retained under any applicable Law) upon discovery of such error by the person or entity receiving such payment or Notice thereof from the person or entity making such payment; and

7.2.3 All amounts paid or agreed to be paid in connection with the Secured Obligations which would under any applicable Law be deemed "interest" shall, to the extent permitted by such Law, be amortized, prorated, allocated and spread throughout the full term of the Note.

7.3. Notices. All notices, demands, consents, approvals and other communications (collectively, "Notices") hereunder shall be in writing and shall be sent by hand, or by facsimile (with a duplicate copy sent by ordinary mail, postage prepaid), or by postage prepaid, certified or registered mail, return receipt requested, or by reputable overnight courier service, postage prepaid, addressed to the party to be notified as set forth below:

if to Mortgagee,
 The Union Labor Life Insurance Company
 Real Estate Investment Group
 8403 Colesville Road
 Thirteenth Floor
 Silver Spring, Maryland 20910
 Attn: Mr. Herbert A. Kolben
 Facsimile: (202) 682-7932

and to:

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The Union Labor Life Insurance Company
1625 Eye Street, N.W.
Washington, D.C. 20006
Attn: General Counsel
Facsimile: (202) 682-6784

with a copy to:

Dentons US LLP
233 South Wacker Drive, Suite 7800
Chicago, IL 60606-6404
Attn: Steven R. Davidson, Esq.
Facsimile: (312) 876-7934

if to Mortgagor,

122 Property, LLC
c/o U.S. Realty Management Co., LLC
450 Seventh Avenue - 45th Floor
New York, NY 10123
Attn: Ivor Braka
Facsimile: (212) 244-6651

122 S. MICHIGAN RETAIL W LLC
c/o U.S. Realty Management Co., LLC
450 Seventh Avenue - 45th Floor
New York, NY 10123
Attn: Ivor Braka
Facsimile: (212) 244-6651

122 S. MICHIGAN RETAIL A LLC
c/o U.S. Realty Management Co., LLC
450 Seventh Avenue - 45th Floor
New York, NY 10123
Attn: Ivor Braka
Facsimile: (212) 244-6651

With a copy to:

Funkhouser Vegosen Liebman & Dunn Ltd.
55 W. Monroe Street, Suite 2300
Chicago, IL 60604
Attn: Vance Liebman, Esq.
Facsimile: (312) 701-6801

Notices shall be deemed given when so delivered by hand or when a legible copy is received by facsimile (with facsimile confirmation), or if mailed, three (3) Business Days after mailing (or one (1) Business Day for overnight courier service), with failure to accept delivery constituting

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delivery for this purpose. Any party hereto may change the addresses for Notices set forth above by giving at least ten (10) days' prior Notice of such change in writing to the other party as aforesaid and otherwise in accordance with the following provisions.

7.4. No Release. Mortgagor agrees that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof other than existing debt to be paid with the proceeds of the Loan; no security subsequently taken by any holder of the Secured Obligations shall impair or affect in any manner the security given by this Mortgage; all security for the payment of the Secured Obligations shall be taken, considered, and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Mortgagor further agrees that any part of the security herein described may be released without in any way altering, varying, or diminishing the force, effect, or lien of this Mortgage, or of any renewal or extension of said lien, and that this Mortgage shall continue as a first lien, assignment, and security interest on all the Mortgaged Property not expressly released until all Secured Obligations are fully discharged and paid.

7.5. Attorneys' Fees and Costs of Mortgagee. Mortgagor agrees to pay, within ten (10) Business Days of demand of Mortgagee, all reasonable expenses incurred by Mortgagee, including without limitation attorneys' charges, disbursements and reasonable fees, in connection with the making of the Loan and the enforcement by Mortgagee of any of the Note, this Mortgage, the Indemnity Agreement, the Assignment of Leases or any of the other Loan Documents. Notwithstanding the foregoing, if no Default or Event of Default exists at the time of demand, the time period for payment may be extended to the earlier of (i) thirty (30) days following such demand, and (ii) the date of the next disbursement of the Loan.

7.6. Brokerage. Mortgagor represents and warrants to Mortgagee that other than Cooper-Horowitz, Inc., there is no broker, finder, or other party involved in this transaction entitled to any commission, fee or other compensation in connection with the loan secured hereby. Mortgagor hereby indemnifies and holds harmless Mortgagee against all liability, cost and expense, including without limitation attorneys' charges, disbursements and reasonable fees, incurred in connection with any claims which may be asserted by Cooper-Horowitz or any other broker or finder or similar agent alleging to have dealt with Mortgagor in any of the transactions contemplated hereby.

7.7. Indemnification. Mortgagor will protect, indemnify and save harmless Mortgagee and its affiliates and their respective directors, partners, officers, employees, agents, trustees, attorneys, and advisors (each such person being called an "Indemnitee") from and against any and all liabilities, obligations, claims, damages, penalties, assessments, fines, causes of action and actual expenses (including without limitation attorneys' disbursements, charges and reasonable fees) imposed upon or incurred by or asserted against an Indemnitee or the Mortgaged Property or any of Mortgagee's interest therein, by reason of the execution of this Mortgage, the Note or any other Loan Document, or the consummation of the transactions contemplated hereby or thereby, or the occurrence or existence of any of the following during or prior to the term of this Mortgage of any of the following: (i) ownership by Mortgagor of any interest in the Mortgaged Property or receipt of any rent or other sum therefrom during any period when Mortgagor has not been excluded from possession; (ii) any accident, injury to or

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death of persons or loss of or damage to property occurring on or about the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, and streets and ways during any period of Mortgagor's ownership of the Premises when Mortgagor has not been excluded from possession; (iii) any design, construction, operation, use, nonuse or condition of the Mortgaged Property or any part thereof or the adjoining sidewalks, curbs, vaults and vault space, if any, and streets and ways, including, without limitation, claims or penalties arising from violation of any requirement of law or insurance requirements as well as any claim based on any patent or latent defect, whether or not discoverable by Mortgagor, any claim as to which the insurance is inadequate, and any claim in respect of any adverse environmental impact or effect; (iv) any negligence or tortious act or omission on the part of Mortgagor or any of its agents, contractors, servants, employees, lessees or licensees; or (v) any failure by Mortgagor to perform its obligations under this Mortgage, the Note, the Indemnity Agreement, the Assignment of Leases or any other Loan Document. Mortgagor further agrees that its obligations under this Section 7.7 shall include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Mortgagor, regardless of whether Mortgagor has paid the employee under the worker's compensation laws of the Jurisdiction, or other similar federal or state legislation for the protection of employees. Mortgagor agrees that its obligations under this Section 7.7 shall include indemnifying Mortgagee for all attorney's charges, disbursements and reasonable fees, and all other reasonable expenses incurred by Mortgagee to enforce the terms of this Section; provided, however, that Mortgagor's obligations shall exclude (i) the gross negligence or willful misconduct of Mortgagee or its agents, and (ii) matters first arising after Mortgagee or its agents or assignees acquire title to the Mortgaged Property. Mortgagor's obligations under this Section are exclusive of, and in addition to, any and all insurance obligations which Mortgagor has under this Mortgage and any of its obligations under the Indemnity Agreement. If any action or proceeding shall be commenced (including without limitation an action to foreclose this Mortgage or to collect the indebtedness secured hereby or to enforce Mortgagee's rights under the Note, the Indemnity Agreement, the Assignment of Leases or any other Loan Document) by Mortgagee or Mortgagor or any third party, to which action or proceeding Mortgagee is made a party by reason of the execution of this Mortgage, the Note, the Assignment of Leases, the Indemnity Agreement, or any other Loan Document in which it becomes necessary to enforce, defend or uphold the lien of this Mortgage or Mortgagee's rights under the Note, all reasonable expenses incurred by Mortgagee in connection with any litigation to enforce, prosecute or defend the rights and lien created hereby or otherwise incurred in connection with any action or proceeding referred to in this Section (including without limitation attorneys' charges, disbursements and reasonable fees) shall be paid by Mortgagor to Mortgagee within ten (10) business days of demand. In case any action, suit or proceeding is brought against Mortgagee by reason of any such occurrence, Mortgagor, upon request of Mortgagee, will, at Mortgagor's sole cost and expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by Mortgagor and approved by Mortgagee, which approval shall not be unreasonably withheld or delayed.

7.8. Environmental Matters. Without limiting the foregoing obligations and indemnities of Mortgagor, Mortgagor hereby represents and warrants that it is currently in compliance with, and covenants and agrees that it will manage and operate the Mortgaged Property and will cause each tenant under any Lease to occupy its demised portion of the Mortgaged Property in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating air pollution, soil pollution and water pollution and the use, generation, storage, handling or disposal of

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hazardous or toxic substances or other materials (including without limitation raw materials, products, supplies or wastes) applicable to the Mortgaged Property. Mortgagor further covenants and agrees that it shall not install or permit to be installed in the Mortgaged Property asbestos or any substance containing asbestos or deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material, and will comply with all applicable laws and regulations in connection with removal of asbestos at the Mortgaged Property. Mortgagor shall comply with the Asbestos Operations and Maintenance Program dated July 26, 2000, in place at the Mortgaged Property, or such replacement program as may be reasonably approved by Mortgagee. Mortgagor hereby represents and warrants that it has heretofore delivered to Mortgagee true, correct and complete copies of all reports, citations, notices and other writings, including without limitation hazardous waste disposal manifests, which Mortgagor has received from or delivered to any governmental authority empowered to regulate or oversee any of the foregoing activities; and Mortgagor covenants and agrees that it shall from and after the date hereof deliver to Mortgagee within five (5) business days of completion or receipt hereof, true, correct and complete copies of all such writings prepared or received by Mortgagor. Mortgagor shall remove from the Mortgaged Property and dispose of any such hazardous or toxic substances or materials in a manner consistent with and in compliance with applicable laws and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable Law concerning toxic or hazardous substances or any violation of any agreement entered into between Mortgagor, Mortgagee and/or any third party with respect to hazardous or toxic materials. Mortgagor agrees to indemnify, defend with counsel reasonably acceptable to Mortgagee (at Mortgagor's sole cost and expense), and hold Mortgagee harmless against any claim, response or other actual expenses, damages, liability or demand (including without limitation all reasonable attorneys' charges, disbursements and reasonable fees incurred by Mortgagee) arising out of any claimed violation by Mortgagor of any of the foregoing laws, regulations or ordinances or breach of any of the foregoing covenants or agreements.

7.9. Effect of Extensions and Amendments. If the payment of the Secured Obligations, or any part thereof, shall be extended or varied, or if any part of the security or guaranties therefor be released, all persons (including, without limitation, the Guarantor) now or at any time hereafter liable therefor, or interested in the Mortgaged Property, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior deed of trust or other Lien upon the Mortgaged Property or any part thereof or any interest therein, shall, without waiving any other limitations in this Mortgage on such Liens, take the said Lien subject to the rights of Mortgagee to amend, modify, extend or release the Note, this Mortgage or any other document or instrument evidencing, securing or guarantying the indebtedness secured hereby, in each case without obtaining the consent of the holder of such junior Lien and without the lien of this Mortgage losing its priority over the rights of any such junior Lien.

7.10. No Joint Venture. Mortgagor acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor. Mortgagee shall not be deemed to be such a partner

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or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or any other of the Loan Documents.

7.11. Funds Held in Accounts. Mortgagor hereby agrees that Mortgagee shall have no liability for any investment losses or reduction in value which accrue or occur with respect to any amounts held by Mortgagee in any accounts hereunder for the benefit or account of Mortgagor or the Premises (such as insurance proceeds or partial condemnation awards) and any such losses shall be borne solely by Mortgagor except where such losses are caused by Mortgagee's negligence or willful misconduct. In addition, Mortgagor agrees that all interest and/or other income on such funds shall for income tax purposes be deemed to belong to Mortgagor to the extent that such earnings are applied to Mortgagor's obligations under the Loan Documents or are otherwise applied for the benefit of Mortgagor.

7.12. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois and any applicable laws of the United States of America.

7.13. Construction of Words. The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. Any schedules and exhibits attached hereto are hereby incorporated herein as if fully set forth herein. All words and phrases shall be construed as masculine, feminine or neuter gender, according to the context. Whenever the term "include," "including," or "included" is used in this Agreement, it shall mean "including without limiting the generality of the foregoing". The recitals contained in this Agreement are, and shall be construed to be, an integral part of this Agreement. A "business day" under this Agreement shall mean any day other than a Saturday, Sunday or a holiday under U.S. or Illinois law. Any period of time for an act or notice under this Agreement which ends on a day which is not a business day may be timely performed on the next following business day.

7.14. Amendments, Waivers, Etc. No amendment, modification, termination, or waiver of any provision of this Mortgage nor consent to any departure therefrom shall in any event be effective unless the same shall be in writing and signed by the party against which such action or waiver is sought to be charged, and then such action or waiver shall be effective only in the specific instance and for the specific purpose for which given or omitted. No notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances except as provided in this Mortgage.

7.15. Entire Agreement. This Mortgage, the Note, the Indemnity Agreement, the Assignment of Leases and the other Loan Documents embody the entire agreement between the parties hereto and supersede all prior agreements and understandings between them relating to the same subject matter.

7.16. Covenants Running With the Land; Successors and Assigns. All of the grants, covenants, terms, provisions and conditions of this Mortgage shall run with the land and shall

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apply to and bind the successors and assigns of Mortgagor, and apply to and inure to the benefit of the successors and assigns of Mortgagee.

7.17. Sale of Loan.

Mortgagor recognizes that Mortgagee may sell and transfer interests in the loan secured hereby and the Loan Documents related thereto to one or more participants or special purpose entities at no cost to Mortgagor and that all documentation, financial statements, appraisals and other data, or copies thereof, relevant to the Mortgagor, the Mortgaged Property, the Guarantors, or the Secured Obligations may be exhibited to and retained by any such participant or special purpose entity or prospective participant or special purpose entity.

7.18. Signs and Publicity.

Mortgagee shall be entitled to place and maintain signs on interior of the Mortgaged Property in a prominent position referring to Mortgagee's financing of the project to the extent allowed by applicable governmental authorities and pursuant to the conservation easement encumbering the Mortgaged Property. Mortgagee shall have the right to publicize this transaction at no cost to Mortgagor.

7.19. Appraisals.

Mortgagee shall have the right to obtain an updated appraisal of the Mortgaged Property from time to time and Mortgagor shall cooperate with Mortgagee in this regard. Mortgagor shall not be obligated to pay for more than one (1) appraisal every three (3) years, unless an Event of Default has occurred and remains uncured.

7.20. Mortgagors; Joint and Several Liability; Suretyship Waivers. It is intended by the parties that each Mortgagor shall be liable, jointly and severally for all of the obligations of Mortgagors under this Agreement. As used in this Section 7.20, the term "Mortgagors" shall refer to each of the entities comprising the Mortgagor and "Mortgagor" shall refer to any of such entities. Accordingly, each Mortgagor expressly agrees and acknowledges with Mortgagee that:

(a) Mortgagee would not have agreed to make the Loans but for the agreement of each Mortgagor to be jointly and severally liable for each and every obligation of Mortgagors set forth herein, and it has received sufficient consideration for its agreement to be bound by and to the extent of the terms hereof. In particular, each Mortgagor is of the view that the financial accommodations offered to each Mortgagor under this Agreement will enhance the aggregate powers of Mortgagors, and that each Mortgagor will receive substantial direct and/or indirect benefits by reason of the making of the Loan and other financial accommodations provided herein;

(b) In any provision of this Agreement where any Mortgagor makes a representation, warranty or covenant, such representation, warranty or covenant shall constitute a separate representation, warranty or covenant made by each Mortgagor as to itself as to the content and substance thereof;

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(c) In any provision of this Agreement where any Mortgagor makes an agreement or covenant, such agreement or covenant shall be a separate agreement or covenant of each Mortgagor, and each such entity shall be jointly and severally liable with each other such entity for the full and faithful performance thereof, without regard to whether (i) any Mortgagor shall have better rights to control or assure the performance of such agreement or covenant or (ii) such agreement or covenant affects an individual Property in which any Mortgagor does not have a direct interest;

(d) If any Mortgagor by its action or inaction causes an Event of Default to occur, the lack of fault or breach by any other Mortgagor shall neither serve nor be deemed to halt such Default nor prevent, delay or impair the exercise by Mortgagee of its remedies as provided in this Agreement;

(e) In exercising any remedies herein after an Event of Default, Mortgagee shall be permitted to exercise such remedies as stated herein against any or all of the Mortgagors, or none of them, as Mortgagee shall determine, and any lack of fault or lack of breach by any Mortgagor shall not prevent, delay or impair the pursuit or implementation of any such remedies against them;

(f) It is the intent of the parties in making any determination under this Agreement, including in determining whether (a) a breach of a representation, warranty or a covenant has occurred, or (b) there has occurred an Event of Default, that any such breach, occurrence or event with respect to any Mortgagor shall be deemed to be such a breach, occurrence or event with respect to all Mortgagors and that all Mortgagors need not have been involved with such breach, occurrence or event in order for the same to be deemed such a breach, occurrence or event with respect to every Mortgagor;

(g) Each Mortgagor agrees that if such Mortgagor's joint and several liability hereunder, or if any Liens securing such joint and several liability, would, but for the application of this sentence, be unenforceable under applicable law, such joint and several liability and each such Lien shall be valid and enforceable under applicable law to the maximum extent that would not cause such joint and several liability or such Lien to be unenforceable under applicable law, and such joint and several liability and such Lien shall be deemed to have been automatically amended accordingly at all relevant times; and

(h) The obligations, covenants, agreements and duties of each Mortgagor under the Loan Documents shall in no way be discharged, affected or impaired by any of the following:

(i) the waiver by Mortgagee of the performance or observance by any Mortgagor or any other party of any of the agreements, covenants, terms or conditions contained herein;

(ii) the extension, in whole or in part, of the time for payment by any Mortgagor of any sums owing or payable under any Loan Document;

(iii) any assumption by any Person of any or all of any Mortgagor's obligations under any Loan Document;

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(iv) the waiver, release, modification or amendment (whether material or otherwise) of any provision of any Loan Document;

(v) any failure, omission or delay on the part of Mortgagee to enforce, assert or exercise any right, power or remedy conferred on or available to Mortgagee under any of the Loan Documents, or any action on the part of Mortgagee granting indulgence or extension in any form whatsoever;

(vi) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization or other similar proceeding affecting any Mortgagor or any of its assets or any impairment, modification, release or limitation of liability of any Mortgagor or any of their estates in bankruptcy or of any remedy for the enforcement of such liability resulting from the operation of any present or future provision of the Federal Bankruptcy Code or other similar statute or from the decision of any court;

(vii) the release of any Mortgagor or any Guarantor from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents by operation of law;

(viii) the power or authority or lack thereof of any Mortgagor or any Guarantor to execute, acknowledge or deliver any of the Loan Documents;

(ix) the illegality or invalidity of any Loan Document, or any provision of any Loan Document, as to any Mortgagor or any Guarantor;

(x) any defenses whatsoever that any Mortgagor or any Guarantor may have to the payment of any portion of the Indebtedness except for the payment thereof;

(xi) the existence or non-existence of any Mortgagor or any Guarantor as a legal entity;

(xii) any right of setoff, counterclaim or defense (other than payment in full of the Indebtedness in accordance with the terms of the Loan Documents) that any Mortgagor or any Guarantor may or might have to its respective undertakings, liabilities and obligations hereunder, each and every such defense being hereby expressly waived by each Mortgagor; or

(xiii) any other cause, whether similar or dissimilar to any of the foregoing, that might constitute a legal or equitable discharge of any Mortgagor or any Guarantor (whether or not such Mortgagor or such Guarantor shall have knowledge or notice thereof), other than payment in full of the Indebtedness.

7.21. No right to cure Event of Default. Mortgagor acknowledges that although certain provisions of this Mortgage and the other Loan Documents make reference to an Event of Default that remains uncured or that is continuing, or similar language, in no event shall Mortgagor have the right to cure an Event of Default which has matured to an Event of Default

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after the occurrence of a default and the passage of time or the giving of notice or both as provided in this Mortgage or another Loan Document, as the case may be, and the acceptance of such cure shall be at the sole and absolute discretion of Mortgagee and shall be given only in writing.

ARTICLE 8

STATE SPECIFIC PROVISIONS

8.1. Special Provisions For State of Illinois. With respect to the Mortgaged Property which is located in the State of Illinois, notwithstanding anything contained herein to the contrary the provisions contained in the Rider attached hereto as Exhibit C (the "Rider") are incorporated by reference as if fully set forth herein. If there is any inconsistency between the terms contained in this Mortgage and the terms contained in the Rider, the terms in the Rider shall prevail.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

MORTGAGOR:

122 PROPERTY, LLC, an Illinois limited liability company

By: Michele Needle
Name: Michele Needle
Its: Manager

(Organization Identification No.: 01053507)

122 S MICHIGAN RETAIL W LLC, an Illinois limited liability company.

By: Michele Needle
Name: Michele Needle
Its: Manager

(Organization Identification No.: 04442016)

122 S MICHIGAN RETAIL A LLC, an Illinois limited liability company

By: Michele Needle
Name: Michele Needle
Its: Manager

(Organization Identification No.: 04442008)

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STATE OF NY)
) ss.:
COUNTY OF NY)

On this 29 day of AUGUST, 2013, before me personally came M. NEEDLE, to me known, who, being by me duly sworn, did depose and say that she is the Manager of 122 Property, LLC, an Illinois limited liability company, the limited liability company described in and which executed the foregoing instrument.

Veronica A. Soukup
Notary Public in and for said
County and State

VERONICA A. SOUKUP
Notary Public, State of New York
No. 01SO4514110
Qualified in Queens County
Commission Expires June 30, 2015

My Commission Expires:

STATE OF NY)
) ss.:
COUNTY OF NY)

On this 29 day of AUGUST, 2013, before me personally came M. NEEDLE, to me known, who, being by me duly sworn, did depose and say that she is the Manager of 122 S Michigan Retail A LLC, an Illinois limited liability company, the limited liability company described in and which executed the foregoing instrument.

Veronica A. Soukup
Notary Public in and for said
County and State

VERONICA A. SOUKUP
Notary Public, State of New York
No. 01SO4514110
Qualified in Queens County
Commission Expires June 30, 2015

My Commission Expires:

UNOFFICIAL COPY

STATE OF NY)
) ss.:
COUNTY OF NY)

On this 29 day of AUGUST, 2013, before me personally came M. NEEDLE, to me known, who, being by me duly sworn, did depose and say that she is the Manager of 122 S Michigan Retail W LLC, an Illinois limited liability company, the limited liability company described in and which executed the foregoing instrument.

Veronica A. Soukup
Notary Public in and for said
County and State

VERONICA A. SOUKUP
Notary Public, State of New York
No. 01SO4514110
Qualified in Queens County
Commission Expires June 30, 2015

My Commission Expires:

Property of Cook County Clerk's Office

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Exhibit "A "

COMMON ELEMENT 1

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 9.00 FEET; THENCE SOUTH 00°21'25" WEST TO A SOUTH LINE OF SAID TRACT 66.18 FEET; THENCE NORTH 89°59'00" WEST ALONG A SOUTH LINE OF SAID TRACT 9.00 FEET TO A WEST LINE OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 66.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 1

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 196.89 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 171.80 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT, 196.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

RETAIL PARCEL W

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°20'45" EAST ALONG THE EAST LINE OF SAID TRACT 91.22 FEET; THENCE NORTH 89°37'31" WEST 19.05 FEET; THENCE NORTH 00°22'29" EAST 0.79 FEET; THENCE NORTH 89°34'34" WEST 45.46 FEET; THENCE NORTH 44°37'31" WEST 11.14 FEET; THENCE NORTH 89°37'31" WEST 74.91 FEET; THENCE SOUTH 00°14'45" WEST 45.82 FEET; THENCE SOUTH 89°45'15" EAST 4.81 FEET; THENCE SOUTH 00°14'45" WEST 5.54 FEET; THENCE SOUTH 89°45'15" EAST 4.58 FEET; THENCE SOUTH 00°14'45" WEST 14.44 FEET; THENCE NORTH 89°45'15" WEST 16.74 FEET; THENCE SOUTH 00°19'44" WEST 35.12 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID TRACT 154.52 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A1

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THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 00°20'45" EAST ALONG THE EAST LINE OF SAID TRACT 91.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°37'31" WEST 19.05 FEET; THENCE NORTH 00°22'29" EAST 0.79 FEET; THENCE NORTH 89°34'34" WEST 45.46 FEET; THENCE NORTH 44°37'31" WEST 11.14 FEET; THENCE NORTH 89°37'31" WEST 74.91 FEET; THENCE NORTH 00°14'45" EAST 4.67 FEET; THENCE NORTH 89°37'31" WEST 5.96 FEET; THENCE NORTH 00°14'45" EAST 47.65 FEET; THENCE SOUTH 89°45'15" EAST 125.91 FEET; THENCE NORTH 00°14'45" EAST 0.67 FEET; THENCE SOUTH 89°45'15" EAST 3.74 FEET; THENCE SOUTH 00°14'45" WEST 2.99 FEET; THENCE SOUTH 44°37'31" EAST 3.59 FEET; THENCE SOUTH 89°45'15" EAST 14.61 FEET; THENCE SOUTH 00°14'45" WEST 1.24 FEET; THENCE SOUTH 89°45'15" EAST 6.53 FEET TO THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 55.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

RETAIL PARCEL A2

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.26 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE NORTH 89°45'15" WEST 33.79 FEET; THENCE NORTH 00°14'45" EAST 16.01 FEET TO THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 33.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A3

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 1.95 FEET; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 16.23 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 2.11 FEET; THENCE SOUTH 00°14'45" WEST 4.29 FEET; THENCE SOUTH 89°45'15" EAST 14.35 FEET TO THE EAST LINE OF SAID TRACT; THENCE NORTH 00°20'45" EAST ALONG THE EAST LINE OF SAID TRACT 17.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A4

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.64 FEET

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CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.14 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE NORTH 89°45'15" WEST 10.34 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 10.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

RETAIL PARCEL A5

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.36 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.14 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 5.89 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE NORTH 89°45'15" WEST 5.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

COMMON ELEMENT PARCEL 2

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 78.98 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°21'25" EAST ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION 117.91 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 71.89 FEET; THENCE SOUTH 00°14'45" WEST 16.01 FEET; THENCE SOUTH 89°45'15" EAST 65.24 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 20.29 FEET; THENCE SOUTH 00°14'45" WEST 4.29 FEET; THENCE SOUTH 89°45'15" EAST 14.35 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 32.53 FEET; THENCE NORTH 89°45'15" WEST 6.53 FEET; THENCE NORTH 00°14'45" EAST 1.24 FEET; THENCE NORTH 89°45'15" WEST 14.61 FEET; THENCE NORTH 44°37'31" WEST 3.59 FEET; THENCE NORTH 00°14'45" EAST 2.99 FEET; THENCE NORTH 89°45'15" WEST 3.74 FEET; THENCE SOUTH 00°14'45" WEST 0.67 FEET; THENCE NORTH 89°45'15" WEST 125.91 FEET; THENCE SOUTH 00°14'45" WEST 47.65 FEET; THENCE SOUTH 89°37'31" EAST 5.96 FEET; THENCE SOUTH 00°14'45" WEST 50.49 FEET; THENCE SOUTH 89°45'15" EAST 4.81 FEET; THENCE SOUTH 00°14'45" WEST 5.54 FEET; THENCE SOUTH 89°45'15" EAST 4.58 FEET; THENCE SOUTH 00°14'45" WEST 14.44 FEET; THENCE NORTH 89°45'15" WEST 16.74 FEET; THENCE SOUTH 00°19'44" WEST 2.04 FEET; THENCE NORTH 89°45'15" WEST 1.90 FEET; THENCE NORTH 00°14'45" EAST 12.29 FEET; THENCE SOUTH 89°45'15" EAST 1.96 FEET; THENCE NORTH 00°19'44" EAST 33.54 FEET; THENCE NORTH 89°45'15" WEST 17.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 3

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS

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HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +29.36 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 5.89 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE NORTH 89°45'15" WEST 5.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 4

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +25.64 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE SOUTH 89°45'15" EAST 31.45 FEET; THENCE NORTH 00°14'45" EAST 2.88 FEET; THENCE SOUTH 89°45'15" EAST 12.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 6.11 FEET; THENCE NORTH 89°45'15" WEST 10.34 FEET; THENCE SOUTH 00°14'45" WEST 6.11 FEET; THENCE SOUTH 89°45'15" EAST 10.34 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LEASED COMMON ELEMENT PARCEL

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +14.68 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 78.98 FEET; THENCE SOUTH 89°45'15" EAST 17.32 FEET; THENCE SOUTH 00°19'44" WEST 33.54 FEET; THENCE NORTH 89°45'15" WEST 1.96 FEET; THENCE SOUTH 00°14'45" WEST 12.29 FEET; THENCE SOUTH 89°45'15" EAST 1.90 FEET; THENCE SOUTH 00°19'44" WEST 33.08 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 17.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 5

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +36.26 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 66.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'45" WEST 16.15 FEET; THENCE NORTH 89°45'15" WEST 33.79 FEET; THENCE NORTH 00°14'45" EAST 16.01 FEET TO THE NORTH LINE OF SAID TRACT;

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THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 33.79 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 6

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 31.10 FEET; THENCE NORTH 89°45'15" WEST 16.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 16.82 FEET; THENCE NORTH 00°14'45" EAST 5.92 FEET; THENCE SOUTH 89°45'15" EAST 0.59 FEET; THENCE NORTH 00°14'45" EAST 11.65 FEET; THENCE SOUTH 89°45'15" EAST 16.23 FEET; THENCE SOUTH 00°14'45" WEST 17.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 7

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 99.91 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 35.99 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 2.92 FEET; THENCE SOUTH 00°14'45" WEST 9.31 FEET; THENCE SOUTH 89°39'22" EAST 98.60 FEET; THENCE NORTH 00°14'45" EAST 9.00 FEET; THENCE NORTH 89°45'15" WEST 25.90 FEET; THENCE SOUTH 00°14'45" WEST 0.17 FEET; THENCE NORTH 89°45'15" WEST 33.79 FEET; THENCE NORTH 00°14'45" EAST 16.01 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 8

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 148.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 12.51 FEET; THENCE SOUTH 00°14'45" WEST 22.27 FEET; THENCE SOUTH 89°45'15" EAST 15.61 FEET; THENCE NORTH 00°14'45" EAST 7.21 FEET; THENCE NORTH 89°45'15" WEST 3.13 FEET; THENCE NORTH 00°20'52" EAST 15.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 9

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +34.31 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 138.55 FEET;

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THENCE NORTH 00°14'45" EAST 34.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 16.11 FEET; THENCE NORTH 00°14'45" EAST 14.57 FEET; THENCE SOUTH 89°58'46" EAST 16.12 FEET; THENCE SOUTH 00°14'45" WEST 14.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 10

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 31.91 FEET; THENCE NORTH 89°45'15" WEST 19.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°14'45" EAST 24.36 FEET; THENCE NORTH 89°45'15" WEST 12.63 FEET; THENCE SOUTH 00°14'45" WEST 17.46 FEET; THENCE NORTH 89°45'15" WEST 7.53 FEET; THENCE SOUTH 00°14'45" WEST 5.31 FEET; THENCE NORTH 89°45'15" WEST 14.78 FEET; THENCE SOUTH 00°14'45" WEST 4.55 FEET; THENCE NORTH 89°45'15" WEST 5.30 FEET; THENCE SOUTH 00°14'45" WEST 11.83 FEET; THENCE SOUTH 89°45'15" EAST 14.47 FEET; THENCE NORTH 00°14'45" EAST 11.14 FEET; THENCE SOUTH 89°45'15" EAST 14.15 FEET; THENCE NORTH 00°14'45" EAST 3.65 FEET; THENCE SOUTH 89°45'15" EAST 14.62 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 11

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 63.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 72.36 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 3.77 FEET; THENCE SOUTH 00°14'45" WEST 5.64 FEET; THENCE NORTH 89°45'15" WEST 14.83 FEET; THENCE NORTH 00°14'45" EAST 17.25 FEET; THENCE NORTH 89°45'15" WEST 5.20 FEET; THENCE SOUTH 00°14'45" WEST 22.65 FEET; THENCE SOUTH 89°45'15" EAST 14.77 FEET; THENCE SOUTH 00°14'45" WEST 4.99 FEET; THENCE SOUTH 89°45'15" EAST 6.07 FEET; THENCE SOUTH 00°14'45" WEST 3.74 FEET; THENCE SOUTH 89°45'15" EAST 2.68 FEET; THENCE SOUTH 00°14'45" WEST 13.37 FEET; THENCE SOUTH 89°45'15" EAST 12.48 FEET; THENCE NORTH 00°14'45" EAST 23.90 FEET; THENCE SOUTH 89°45'15" EAST 84.62 FEET; THENCE NORTH 00°14'45" EAST 8.76 FEET; THENCE NORTH 89°45'15" WEST 23.46 FEET; THENCE NORTH 00°14'45" EAST 15.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 12

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +48.23 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 141.10 FEET; THENCE NORTH 00°14'45" EAST 26.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 5.67 FEET; THENCE NORTH 00°14'45" EAST 8.82 FEET; THENCE NORTH 89°45'15" WEST 12.80 FEET; THENCE NORTH 00°14'45" EAST 14.61 FEET; THENCE SOUTH 89°45'15" EAST 10.70 FEET; THENCE NORTH 00°14'45" EAST 0.17 FEET; THENCE SOUTH 89°45'15" EAST 8.97 FEET; THENCE

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SOUTH 00°14'45" WEST 6.44 FEET; THENCE SOUTH 89°45'15" EAST 1.72 FEET; THENCE NORTH 00°14'45" EAST 13.88 FEET; THENCE SOUTH 89°45'15" EAST 12.54 FEET; THENCE SOUTH 00°14'45" WEST 13.78 FEET; THENCE NORTH 89°45'15" WEST 6.10 FEET; THENCE SOUTH 00°14'45" WEST 7.53 FEET; THENCE NORTH 89°45'15" WEST 6.02 FEET; THENCE SOUTH 00°14'45" WEST 0.67 FEET; THENCE NORTH 89°45'15" WEST 3.75 FEET; THENCE SOUTH 00°14'45" WEST 2.24 FEET; THENCE SOUTH 89°45'15" EAST 0.41 FEET; THENCE SOUTH 00°14'45" WEST 6.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 13

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 63.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 72.36 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 3.77 FEET; THENCE SOUTH 00°14'45" WEST 9.24 FEET; THENCE SOUTH 89°45'15" EAST 99.59 FEET; THENCE NORTH 00°14'45" EAST 8.76 FEET; THENCE NORTH 89°45'15" WEST 23.46 FEET; THENCE NORTH 00°14'45" EAST 15.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 14

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 46.70 FEET; THENCE NORTH 89°45'15" WEST 48.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 14.50 FEET; THENCE NORTH 00°42'31" EAST 11.14 FEET; THENCE NORTH 89°45'15" WEST 4.03 FEET; THENCE NORTH 00°14'45" EAST 5.28 FEET; THENCE SOUTH 89°45'15" EAST 24.28 FEET; THENCE SOUTH 00°14'45" WEST 5.23 FEET; THENCE NORTH 89°45'15" WEST 5.24 FEET; THENCE SOUTH 00°14'45" WEST 11.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 15

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 48.91 FEET; THENCE NORTH 89°45'15" WEST 125.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 11.99 FEET; THENCE NORTH 00°14'45" EAST 13.29 FEET; THENCE NORTH 89°45'15" WEST 2.54 FEET; THENCE NORTH 00°14'45" EAST 5.24 FEET; THENCE SOUTH 89°45'15" EAST 18.69 FEET; THENCE SOUTH 00°14'45" WEST 5.04 FEET; THENCE NORTH 89°45'15" WEST 4.19 FEET; THENCE SOUTH 00°06'53" WEST 13.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 16

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THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +62.32 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 125.64 FEET; THENCE NORTH 00°14'45" EAST 35.64 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 14.68 FEET; THENCE NORTH 00°14'45" EAST 7.85 FEET; THENCE SOUTH 89°45'15" EAST 2.15 FEET; THENCE NORTH 00°14'45" EAST 13.63 FEET; THENCE SOUTH 89°33'40" EAST 12.53 FEET; THENCE SOUTH 00°14'45" WEST 21.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 17

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 63.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'00" WEST ALONG THE NORTH LINE OF SAID TRACT 72.36 FEET; THENCE SOUTH 00°14'45" WEST 15.22 FEET; THENCE NORTH 89°45'15" WEST 3.77 FEET; THENCE SOUTH 00°14'45" WEST 9.24 FEET; THENCE SOUTH 89°45'15" EAST 99.59 FEET; THENCE NORTH 00°14'45" EAST 8.76 FEET; THENCE NORTH 89°45'15" WEST 23.46 FEET; THENCE NORTH 00°14'45" EAST 15.99 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 18

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 46.70 FEET; THENCE NORTH 89°45'15" WEST 48.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 14.50 FEET; THENCE NORTH 00°42'31" EAST 11.14 FEET; THENCE NORTH 89°45'15" WEST 4.03 FEET; THENCE NORTH 00°14'45" EAST 5.28 FEET; THENCE SOUTH 89°45'15" EAST 24.28 FEET; THENCE SOUTH 00°14'45" WEST 5.23 FEET; THENCE NORTH 89°45'15" WEST 5.84 FEET; THENCE SOUTH 00°14'45" WEST 11.19 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 19

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT 48.91 FEET; THENCE NORTH 89°45'15" WEST 125.10 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 11.99 FEET; THENCE NORTH 00°14'45" EAST 13.29 FEET; THENCE NORTH 89°45'15" WEST 2.54 FEET; THENCE NORTH 00°14'45" EAST 5.24

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FEET; THENCE SOUTH 89°45'15" EAST 18.69 FEET; THENCE SOUTH 00°14'45" WEST 5.04 FEET; THENCE NORTH 89°45'15" WEST 4.19 FEET; THENCE SOUTH 00°06'53" WEST 13.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

COMMON ELEMENT PARCEL 20

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +87.18 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 126.64 FEET; THENCE NORTH 00°14'45" EAST 34.22 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°45'15" WEST 11.19 FEET; THENCE NORTH 00°14'45" EAST 1.79 FEET; THENCE NORTH 89°45'15" WEST 2.89 FEET; THENCE NORTH 00°14'45" EAST 7.79 FEET; THENCE SOUTH 89°45'15" EAST 2.59 FEET; THENCE NORTH 00°14'45" EAST 13.29 FEET; THENCE SOUTH 89°45'15" EAST 11.49 FEET; THENCE SOUTH 00°14'45" WEST 22.37 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

OFFICE PARCEL 2

THAT PART OF THE SOUTH HALF OF LOT 5 AND ALL OF LOTS 8 AND 9 (EXCEPT SO MUCH THEREOF AS HAS BEEN TAKEN FOR ALLEY), TAKEN AS A TRACT, ALL IN BLOCK 4 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF +99.58 FEET CHICAGO CITY DATUM AND LYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID TRACT 171.84 FEET TO A SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 00°21'25" EAST ALONG A WEST LINE OF SAID TRACT 196.89 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT; THENCE SOUTH 89°59'00" EAST ALONG THE NORTH LINE OF SAID TRACT 171.80 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE SOUTH 00°20'45" WEST ALONG THE EAST LINE OF SAID TRACT, 196.84 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL 1:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 1A AS CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED APRIL 22, 1999 AS DOCUMENT 99386479, BY AND BETWEEN MICHIGAN-ADAMS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY AND NATIONAL-LOUIS UNIVERSITY, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AS AMENDED BY FIRST AMENDMENT RECORDED JULY 21, 2004 AS DOCUMENT 0420327037 BY AND BETWEEN 122 PROPERTY LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; NATIONAL-LOUIS UNIVERSITY, AN ILLINOIS NOT FOR PROFIT CORPORATION AND BCG ASSOCIATES LLC AS AMENDED BY AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT RECORDED 9/19/2013 AS DOCUMENT 1326219079

Commonly known as: 122 S. Michigan Avenue, Chicago Illinois *60603*

pin numbers:

17-15-103-011-0000
 17-15-103-014-0000
 17-15-103-015-0000
 17-15-103-012-0000
 17-15-103-027-0000
 17-15-103-028-0000
 17-15-103-029-0000
 17-15-103-030-0000
 17-15-103-031-0000

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EXHIBIT B-1

UNION LABOR STANDARDS

1. All construction after the date hereof in connection with the initial leasing of the retail space, and any restoration work in the Mortgaged Property following a casualty whether performed by the Mortgagor or the tenant, and transportation of major construction materials, must be performed only by subcontractors having collective bargaining agreements with unions affiliated with the Building and Construction Trades Department of the AFL CIO as of January 1, 2001. A list of such contractors is set forth in attached Exhibit B-2. Not later than thirty days prior to commencement of construction work covered by this provision, the Mortgagor shall provide a list of the names of the general contractor and subcontractors to Mortgagee which list of contractors will be updated from time to time. The Mortgagor shall also agree to meet with the contractor to discuss the labor policies of the Mortgagee, including the objective of avoiding jurisdictional disputes over work performed on the Project. In the event a disagreement arises relating to the jurisdiction over work performed on the Project, the Mortgagor will use its commercially reasonable efforts to resolve any such disagreement promptly and, if necessary, to strongly encourage the parties involved to enter into binding arbitration on an expedited basis and the construction contracts shall so provide unless inconsistent with existing union contracts. In addition, all construction contracts must require that the contractor and all subcontractors affirmatively agree to pay prevailing wages and fringe benefits to the appropriate employee benefit plan in accordance with the collective bargaining agreement in force on the construction site.

2. In addition to the requirement for union construction during the term of the Loan, Mortgagor agrees to use only subcontractors having collective bargaining agreements with unions affiliated with the Building and Construction Trades Department of the AFL CIO as of January 1, 2001 to perform the following work on the Project:

- Expansion, including tenant improvements related to such expansion whether performed by the Mortgagor or the tenant.
- Replacement of the roof.
- Major repair or replacement of the HVAC system.
- Elevator repair and maintenance.
- Repair, replace or installation of electric panel boards(s) and entry service cables.

Exhibit B-1

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EXHIBIT B-2

LIST OF UNIONS

International Association of Heat and Frost Insulators and Asbestos Workers

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.

International Union of Bricklayers and Allied Craftworkers

United Brotherhood of Carpenters and Joiners of America

International Brotherhood of Electrical Workers

International Union of Elevator Constructors

International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers

Laborers' International Union of North America

International Union of Operating Engineers

Operative Plasterers' and Cement Masons' National Association of the United States and Canada

International Brotherhood of Painters and Allied Trades

United Union of Roofers, Waterproofers and Allied Workers

International Brotherhood of Teamsters

Sheet Metal Workers' International Association

United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

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EXHIBIT C

STATE SPECIFIC RIDER

The following provisions are incorporated by reference into Section 8.1 of the attached Mortgage. If any conflict or inconsistency exists between this Exhibit C and the remainder of the attached Mortgage, this Exhibit C shall govern.

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

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

(ii) payments by Mortgagee of: (A) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance on the Property; (B) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (C) other obligations authorized by this Mortgage; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

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

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

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

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

(vii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) if all or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if any interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining existing insurance in effect at the time any receiver or mortgagee takes possession of the Property as imposed by subsection (c)(1) of Section 15-1704 of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments required or deemed by Mortgagee to be for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member if in any way affecting the Property; (G) costs incurred by Mortgagee for demolition, preparation for and completion of construction; and (H) pursuant to any lease or other agreement, for occupancy of the Property.

All Protective Advances shall be so much 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 applicable rate set forth in the Note. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to subsection (b)(1) of Section 15-1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same are clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in: (A) determination of the amount of Secured Obligations secured by this Mortgage at any time; (B) the amount of the Secured Obligations found due and owing to Mortgagee in a judgment of foreclosure or any subsequent, supplemental judgments, orders, adjudications or findings by any court of any additional Indebtedness becoming due after such entry of judgment (it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose); (C) in right of redemption is deemed not to be waived by this Mortgage, computation of any amounts required to redeem, pursuant to Section 15-1522 of the Act; (D) determination of amounts deductible from sale proceeds pursuant to Section 15-1522 of the Act; (E) application of income in the hands of any receiver or of Mortgagee in possession; and (F) computation of any deficiency judgment pursuant to subsections (b)(2) and (e) of sections 15-1508 and Section 15-1511 of the Act.

(b) Waiver of Right of Redemption and Reinstatement. Without limiting the generality of Section 7.8 of this Mortgage, the waiver by Mortgagor of its rights of redemption and reinstatement in such Section, include the waiver of such rights as provided under 735 ILCS 5/15-1601 and 735 ILCS 5/15-1602.

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(c) Business Loan Recital/Statutory Exemption. (i) Mortgagor acknowledges and agrees that (A) the proceeds of the Loan will be used in conformance with subparagraph (1)(1) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 105/4(1)(1)); (B) the Secured Obligations secured hereby has been incurred by Mortgagor solely for business purposes of Mortgagor and for Mortgagor's investment or profit, as contemplated by said Section 4; (C) the Secured Obligations secured hereby constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4; and (D) the Secured Obligations is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 *et seq.* has been entered into solely for business purposes of Mortgagor and for Mortgagor's investment or profit, as contemplated by said section.

(ii) Without limiting the generality of anything contained herein, Mortgagor acknowledges and agrees that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201 (1992)) or residential real estate (as defined in 735 5/15-1219 (1992)), and Mortgagor warrants and represents to Mortgagee that none of the Property is presently, or will during the term of this Mortgage, be used principally or at all for agricultural or farming purposes.

(d) Illinois Mortgage Foreclosure Act. It is the express intention of Mortgagee and Mortgagor that the rights, remedies, powers and authorities conferred upon Mortgagee pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Act and/or as otherwise permitted by applicable law, as if they were expressly provided for herein. In the event that any provision in this Mortgage is deemed inconsistent with any provision in the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

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

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

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(f) Sealed Instrument. Mortgagor intends for this Mortgage to be executed and delivered by Mortgagor, and accepted by Mortgagee, as a sealed instrument.

(g) Maturity Date. The maturity date is two years from the date hereof, subject to extension to the date that is three years from the date hereof in accordance with the terms and conditions set forth in the Note.

(h) Interest Rate. The Loan shall bear interest at the rate specified in the Note, the terms of which are incorporated herein by reference.

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