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1334635008

Doc#: 1334635008 Fee: \$82.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/12/2013 08:45 AM Pg: 1 of 23

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **FIN** 17-03-208-001-0000

Address:

Street: 140 EAST WALTON PLACE

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60611

Lender: ISTAR FINANCIAL INC

Borrower: WWL DHOTEL LAND, L.L.C.

Loan / Mortgage Amount: \$12,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 777.0 et seq. because it is commercial property.

Box 400-CTCC

Certificate number: D25F9BC8-CD66-4608-934D-18C1CCC0ECDC

Execution date: 11/22/2013

S Y
P 23
S N
SC Y
INT 13

8235531 JK 182

Property of Cook County Clerk's Office

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MORTGAGE

W. WL DHOTEL LAND, L.L.C., as Mortgagor

in favor of

iSTAR FINANCIAL INC., as Mortgagee

Dated: November 22, 2013

Location: 140 East Walton Place, Chicago, Illinois 60611

Permanent Real Estate Tax Index No.:

17-03-208-001-0000

PREPARED BY AND
WHEN RECORDED RETURN TO:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661-3693
Attn: Marcia W. Sullivan

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MORTGAGE

THIS MORTGAGE (this "**Mortgage**") dated as of 22nd day of November, 2013, by **WWL DHOTEL LAND, L.L.C.**, a Delaware limited liability company, having an address at c/o Lodging Capital Partners, LLC, 350 W. Hubbard Street, Suite 250, Chicago, Illinois 60654, as Mortgagor, in favor of **iSTAR FINANCIAL INC.**, a Maryland corporation, having an address at 1114 Avenue of the Americas, 27th Floor, New York, New York 10036, as Mortgagee.

WITNESSETH:

WHEREAS, Mortgagee has agreed to make a loan (the "**Loan**") to Mortgagor pursuant to that certain Loan and Security Agreement, dated as of even date herewith, by and between Mortgagee, WWL DHotel Investors, L.L.C., a Delaware limited liability company ("**Hotel Borrower**"), and Mortgagor (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**");

WHEREAS, the Loan is evidenced by the Promissory Note dated as of even date herewith in the principal amount of TWELVE MILLION AND 00/100 DOLLARS (\$12,000,000.00) (together with any Substitute Note, as such promissory note and Substitute Notes may be amended, restated, supplemented or otherwise modified from time to time, the "**Note**"). Pursuant to the "**Loan Documents**" (as defined in the Loan Agreement), the Loan (a) bears interest at a variable rate of interest and (b) is scheduled to mature on the Maturity Date, which Maturity Date is November 21, 2016, such earlier date as the Loan is prepaid in full or accelerated or November 21, 2017 if the Maturity Date is extended pursuant to the Loan Agreement.

NOW, THEREFORE, in consideration of the making of the Loan by Mortgagee, Mortgagor agrees, represents, warrants and covenants as follows:

ARTICLE 1 DEFINITIONS

As used herein, the following terms shall have the following meanings, provided that capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement:

Ground Lease means those documents to which Mortgagor's interests in the Mortgaged Property are subject and Hotel Borrower's interest in the Mortgaged Property have been created, including, without limitation, Lease dated April 30, 1979, between LaSalle National Bank, as trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100855 ("**Ground Lessor**"), for the benefit of Landlord Beneficiary, and American National Bank and Trust Company of Chicago, as trustee under a Trust Agreement dated January 15, 1979 and known as Trust No. 45839 ("**Tenant**"), for the benefit of D.H. Venture Limited Partnership, an Illinois limited partnership, a/k/a D.H. Venture ("**Tenant Beneficiary**"), as amended by an agreement dated August 29, 1997, between Ground Lessor and Tenant, Agreed Dismissal Order, dated August 29, 1997, regarding Case No. 94 CH 11637 (Consolidated), executed by Judge Michael B. Getty; Release of All Claims, dated August 29, 1997, made pursuant to the

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Settlement by Ground Lessor, Landlord Beneficiary, National Realty and Investment Company, and Stanley P. Brashears; Release of All Claims, dated August 29, 1997, made pursuant to the Settlement by Tenant, Tenant Beneficiary, Edward W. Ross, HIC Venture, Inc., Hilton International Co., Vista International (Illinois), Inc., Desmond L.M. Taljaard, and Howard B. Friedman; Satisfaction and Release of Liens, dated August 29, 1997, made by Ground Lessor, recorded as Document No. 97727825; Amended and Restated Escrow Agreement, dated August 29, 1997, by and between Ground Lessor and Tenant; and Release of Guaranty, dated August 29, 1997, by and between Ground Lessor and Tenant.

Land means the present undivided interests of Land Borrower and future undivided interests acquired by Land Borrower in the real estate described in Schedule A attached hereto.

Mortgage means this Mortgage.

Mortgaged Property means all of Mortgagor's estate, right, title, interest, claim or demand in, to and under the Land.

(a) all of the rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anyway belonging, relating, pertaining or inuring to the benefit of the Land and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof or otherwise benefitting the same;

(b) all of Mortgagor's right, title and interest in and to the Tenant-In-Common Agreement, subject to the terms and conditions and obligations imposed upon Mortgagor pursuant to the Tenant-In-Common Agreement, and all TIC Income.

Mortgagee: iStar Financial Inc., a Maryland corporation, its successors and assigns.

Mortgagee's Address: iStar Financial Inc., 1114 Avenue of the Americas, Twenty-Seventh Floor, New York, New York 10036, Attention: Chief Operating Officer.

Mortgagor: The entity named as such in the first paragraph of this Mortgage, and its heirs, administrators, executors, successors and assigns and its successors in interest in and to the Mortgaged Property.

Mortgagor's Address: c/o Lodging Capital Partners, LLC, 350 W. Hubbard Street, Suite 250, Chicago, Illinois 60654.

Obligations means all obligations, liabilities and indebtedness of every nature of Mortgagor from time to time owed to Mortgagee under the Loan Agreement, the Note and the other Loan Documents, including the principal amount of all debts, claims and Indebtedness, accrued and unpaid interest and all fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable by Mortgagor to Mortgagee under the Loan Documents whether before or after the filing of a proceeding under the Bankruptcy Code by or against Mortgagor. The term "Obligations" also includes any judgment against Mortgagor or the Mortgaged Property with respect to such obligations, liabilities and Indebtedness of Mortgagor.

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TIC Income means all income payable to Mortgagor under the Tenant-In-Common Agreement.

State means the state where the Land is located.

Tenant-In-Common means Chicago Title Land Trust Company, not individually but as successor trustee to LaSalle National Bank, a national banking association, under that certain trust agreement dated as of January 15, 1979 and known as Trust No. 10085, together with its successors and/or assigns, whether one or more.

Tenant-In-Common Agreement means that certain Tenant-In-Common Agreement, dated June 27, 2013 between Tenant-In-Common and Mortgagor, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time with the consent of Mortgagee.

ARTICLE 2 GRANT

2.1 Grant. To secure the payment, performance and discharge of the Obligations, Mortgagor by these presents hereby grants, assigns, mortgages, transfers and conveys unto Mortgagee, with power of sale for the use and benefit of Mortgagee, the Mortgaged Property (subject in all respects to the restrictions and limitations set forth in the Tenant-In-Common Agreement), to have and to hold the Mortgaged Property unto Mortgagee, its successors, substitutes and assigns forever. Mortgagor hereby binds itself, and Mortgagor's successors, substitutes and assigns, to warrant and forever defend unto Mortgagee, its successors and assigns, the title to the Mortgaged Property, together with all other rights of Mortgagor in and to the Mortgaged Property, subject to the Permitted Encumbrances.

2.2 Condition of Grant. Provided always, that if Mortgagor shall irrevocably, unconditionally and indefeasibly pay or cause to be paid the entire Obligations as and when the same shall become due and payable and shall observe, perform and discharge the Obligations, then the Loan Documents and the estate and rights granted by Mortgagor shall cease, terminate and become void, and shall be promptly released or reconveyed by Mortgagee, at the sole cost and expense of Mortgagor.

2.3 Maximum Amount of Indebtedness. Notwithstanding anything to the contrary in this Mortgage, the maximum aggregate principal amount of indebtedness that is, or under any contingency may be, secured by this Mortgage (including Mortgagor's obligation to reimburse advances made by Mortgagee), either at execution or at any time thereafter (the "**Secured Loan Amount**"), is \$12,000,000.00, plus amounts that Mortgagee expends after occurrence of an Event of Default to the extent that any such amounts shall constitute payment of (a) expenses incurred in upholding the lien of this Mortgage, including the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage; or (b) any amount, cost or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then in such event, such amounts or costs, together with interest thereon, shall be added to the indebtedness secured hereby and shall be secured by this Mortgage.

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ARTICLE 3 INTENTIONALLY OMITTED

ARTICLE 4 GENERAL

4.1 No Merger of Leasehold Estates. If both the lessor's and lessee's estate under any Lease, or any portion thereof, becomes vested at any time in one owner, this Mortgage and the Lien created hereby shall not be adversely affected by the application of the doctrine of merger unless Mortgagee so elects in writing by recording a written declaration so stating. Unless and until Mortgagee so elects, Mortgagee and any lessor and lessee shall continue to have and enjoy all of the rights and privileges to the separate estates. In addition, upon the foreclosure of the Lien created by this Mortgage on the Mortgaged Property, any Leases then existing and affecting all or any portion of the Mortgaged Property shall not be destroyed or terminated by merger or by the foreclosure unless, subject to the terms of the Leases and subordination, non-disturbance and attornment agreements to which Mortgagee is a party, Mortgagee or any purchaser at the sale so elects and subject in all respects to the restrictions and limitations set forth in the Tenant-In-Common Agreement.

4.2 NOTWITHSTANDING ANYTHING IN THIS MORTGAGE, AND NOTWITHSTANDING ANY PROVISION OF ANY OTHER LOAN DOCUMENT, ANY SECURITY INTEREST GRANTED BY MORTGAGOR IN THE MORTGAGED PROPERTY PURSUANT TO THIS MORTGAGE OR ANY LOAN DOCUMENT IS LIMITED TO MORTGAGOR'S RIGHT, TITLE AND INTEREST IN AND TO SUCH PROPERTY, AND ALL RIGHTS GRANTED BY MORTGAGOR IN THIS MORTGAGE AND UNDER THE LOAN DOCUMENTS ARE SUBJECT TO THE GROUND LEASE AND THE TENANT-IN-COMMON AGREEMENT. ANY CONFLICT BETWEEN THE IMMEDIATELY PRIOR SENTENCE AND ANY PROVISION OF THIS MORTGAGE OR ANY LOAN DOCUMENT WILL BE RESOLVED BY GIVING PRECEDENCE TO THE IMMEDIATELY PRIOR SENTENCE. MORTGAGOR AGREES THAT NOTHING IN THIS MORTGAGE OR OTHER LOAN DOCUMENTS (EVEN THOUGH SUCH DOCUMENTS MAY HAVE BEEN REVIEWED BY GROUND LESSOR) SHALL BE CONSTRUED AS A WAIVER OR AMENDMENT OF ANY RIGHTS OF GROUND LESSOR, OR ANY OBLIGATIONS OF HOTEL BORROWER OR MORTGAGOR, UNDER THE GROUND LEASE OR THE TENANT-IN-COMMON AGREEMENT.

ARTICLE 5 COVENANTS AND REPRESENTATIONS AND WARRANTIES

5.1 Covenants. Until the entire Obligations shall have been indefeasibly paid in full, Mortgagor hereby covenants, represents, warrants and agrees as follows:

(a) Payment of Obligations. Mortgagor shall promptly pay and perform the Obligations or cause the Obligations to be paid and performed, as and when same shall be due and payable under the this Mortgage and the other Loan Documents.

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(b) Insurance. Mortgagor shall maintain the insurance required pursuant to the Loan Agreement.

(c) Hold Harmless. Mortgagor shall indemnify Mortgagee in accordance with the terms and provisions of Section 11.3 of the Loan Agreement.

(d) Title to Mortgaged Property. Mortgagor shall at all times maintain good and indefeasible title to its undivided interest in the Mortgaged Property free and clear of any encumbrances other than the Liens created by the Mortgage, the Ground Lease, the Tenant-In-Common Agreement (to the extent applicable) and the Permitted Encumbrances.

(e) Due on Sale of Encumbrance. Mortgagor acknowledges that, in making the Loan, Mortgagee has relied to a material extent upon the particular business reputation, expertise, creditworthiness, and individual net worth of Mortgagor and of the persons, partnerships, trusts, corporations or other entities who have a direct or indirect interest in Mortgagor and upon the continuing interest which such persons, partnerships, trusts, corporations or other entities, as owners of direct or indirect interests in Mortgagor, shall have in the Mortgaged Property. Accordingly, Mortgagor covenants and agrees that Mortgagor shall at all times comply with the provisions of Section 7.11 of the Loan Agreement.

(f) Tenant-In-Common Agreement. Mortgagor will not modify or amend the Tenant-In-Common Agreement or waive any provision thereof without the prior written consent of Mortgagee.

ARTICLE 6 EVENTS OF DEFAULT

The term "Event(s) of Default" shall mean the occurrence or happening, from time to time, of any one or more of the events set forth in Section 9.1 of the Loan Agreement.

ARTICLE 7 FORECLOSURE AND REMEDIES

7.1 Remedies. If an Event of Default shall occur which continues beyond any applicable grace or cure period, Mortgagee may, at its option, exercise one or more or all of the following remedies, all to the fullest extent permitted by applicable law:

(a) Acceleration. Declare the unpaid portion of the Obligations to be immediately due and payable, without further notice or demand (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable. Upon the occurrence of the Events of Default specified in Sections 9.1(E) and 9.1(F) of the Loan Agreement, the unpaid portion of the Obligations shall be immediately due and payable without notice or demand (each of which is hereby expressly waived by Mortgagor).

(b) Omitted.

(c) Omitted.

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(d) Judicial Proceedings. (1) foreclose this Mortgage judicially; (2) exercise its power of sale, to the extent permitted by applicable law; or (3) sue on the Loan Documents according to law.

(e) Mortgagee's Sale of Mortgaged Property. The procedure for exercise of the Mortgagee's power of sale shall be as follows:

(1) Mortgagee shall give notice of its election to cause the Mortgaged Property to be sold to satisfy the Obligations in accordance with applicable law.

(2) Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after the giving of any such required notice, Mortgagee, without demand on Mortgagor, shall sell the Mortgaged Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. Mortgagor agrees that such a sale (or sheriff's sale pursuant to judicial foreclosure) of all the Mortgaged Property as real estate constitutes a commercially reasonable disposition thereof. Mortgagee may postpone sale of all or any portion of the Mortgaged Property, and from time to time thereafter may postpone such sale, as provided by statute. Mortgagee shall deliver to the purchaser its deed conveying the Mortgaged Property so sold, but without any covenant or warranty, express or implied, which conveyance shall be subject in all respects to the restrictions and limitations set forth in the Tenant-In-Common Agreement. The recital in each deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Mortgagor or Mortgagee, may purchase at such sale.

(3) After deducting all costs, fees and expenses of Mortgagee, and of this trust, including the cost of evidence of title search and reasonable counsel fees in connection with sale, Mortgagee shall apply the proceeds of sale in accordance with Section 7.7 hereof.

(f) Receiver. Mortgagee shall be entitled, as a matter of strict right, without notice, and without regard to the value or occupancy of the security, or the solvency of the Mortgagor, or the adequacy of the Mortgaged Property as security for the Obligations, to collect all sums received by Mortgagor under the Tenant-In-Common Agreement or to which Mortgagor may be otherwise entitled to receive with respect to the Mortgaged Property, and apply the same as the court may direct, or, at its option, Mortgagee may have a receiver appointed to do the same, and to pay obligations of Mortgagor under the Tenant-In-Common Agreement, such receiver to have all the rights and powers permitted under the laws of the jurisdiction in which the Mortgaged Property is located, along with the powers of Mortgagor under Section 7.1(c) above and Section 7.1(l) below, but subject in all respects to the restrictions and limitations set forth in the Tenant-In-Common Agreement. Mortgagor hereby waives any requirements on the receiver or Mortgagee to post any surety or other bond.

(g) Additional Rights and Remedies. With or without notice, and without releasing Mortgagor from the Obligations, and without becoming a mortgagee in possession, Mortgagee shall have the right to cure any breach or default of Mortgagor and, in connection therewith, and to do such acts and things as Mortgagee reasonably deems necessary or desirable

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to protect the security hereof including, but without limitation, to appear in and defend any action or proceedings purporting to affect the security hereof or the rights or powers of Mortgagee hereunder; to pay, purchase, contest or compromise any encumbrance, charge, Lien or claim of Lien which, in the reasonable judgment of Mortgagee, is prior or superior hereto, the reasonable judgment of Mortgagee being conclusive as between the parties hereto to obtain insurance; to pay any premiums or charges with respect to insurance required to be carried hereunder, and to employ counsel, accountants, contractors and other appropriate persons to assist them.

(h) Mortgagee as Purchaser. Mortgagee shall have the right to become the purchaser at any sale held by the Mortgagee or by any court, receiver or public officer, and Mortgagee shall have the right to credit upon the amount of the bid made therefor, the amount of indebtedness payable to it out of the net proceeds of such sale. Mortgagee upon any such purchase, shall acquire good title to the Mortgaged Property so purchased, free from the Lien of this Mortgage and free of all rights of redemption, if any, in Mortgagor, but subject in all events to the rights and obligations of the purchaser as a successor to Mortgagor under the Tenant-In-Common Agreement. Recitals contained in any conveyance made to any purchaser at any sale made hereunder shall presumptively establish the truth and accuracy of the matters therein stated, including, without limiting the generality of the foregoing, nonpayment of the unpaid principal sum of, and the interest accrued on, the Note after the same have become due and payable and advertisement and conduct of such sale in the manner provided herein; and Mortgagor does hereby ratify and confirm any and all acts that said Mortgagee or its successors may lawfully do in the premises by virtue of the terms and conditions of this instrument.

(i) Receipt to Purchaser. Upon any sale, whether made under the power of sale herein granted and conferred or by virtue of judicial proceedings, the receipt of the Mortgagee, or of the officer making sale under judicial proceedings shall be sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money, and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Mortgagee or of such officer therefor, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or nonapplication thereof.

(j) Effect of Sale. Any sale or sales of the Mortgaged Property, whether under the power of sale herein granted and conferred or by virtue of judicial proceedings conducted in accordance with applicable law, shall operate to divest all right, title, interest, claim, and demand whatsoever either at law or in equity, of Mortgagor of in, and to the premises and the Mortgaged Property sold, and shall be a perpetual bar, both at law and in equity, against Mortgagor, Mortgagor's successors, and against any and all persons claiming or who shall thereafter claim all or any of the Mortgaged Property sold from, through or under Mortgagor, or Mortgagor's successors or assigns; nevertheless, Mortgagor, if requested by the Mortgagee so to do, shall join in the execution and delivery of all proper conveyances, assignments and transfers of the properties so sold.

(k) Change in Laws. If any statute now applicable in any state in which any of the Mortgaged Property is now located provides, or shall hereafter be amended to provide, a different procedure for the sale of real property under a power of sale in a deed of trust or

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mortgage, Mortgagee may, in its sole discretion, if same be permitted by applicable law, follow the sale procedure set forth in this Article 7 or that prescribed in such statute, as amended. Such sale procedure shall not be deemed to affect rights or obligations under the Tenant-In-Common Agreement.

(l) Sale. Cause the Mortgaged Property and all estate, right, title and interest, claim and demand therein, or any part thereof to be sold. Mortgagee may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided (or required by law) or Mortgagee may delay any such sale or other disposition for such period of time as Mortgagee deems to be in its best interest. Should Mortgagee desire that more than one sale or other disposition be conducted, Mortgagee may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Mortgagee may deem to be in its best interest.

(m) Other. Exercise any other remedy specifically granted under the Loan Documents, or now or hereafter existing in equity, at law, by virtue of statute or otherwise, including the rights described below, but the exercise of such remedies will not be deemed to modify the provisions of the Tenant-In-Common Agreement.

7.2 Separate Sales. Any real estate or any interest or estate therein sold pursuant to any writ of execution issued on a judgment obtained by virtue of this Mortgage or the other Loan Documents, or pursuant to any other judicial proceedings under this Mortgage, or pursuant to the power of sale granted herein, may be sold in one parcel, as an entirety or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect.

7.3 Remedies Cumulative and Concurrent. The rights and remedies of Mortgagee as provided in this Mortgage and in the other Loan Documents shall be cumulative and concurrent and may be pursued separately, successively or together against Mortgagor or against other obligors or against the Mortgaged Property, or any one or more of them, at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof, nor shall the choice of one remedy be deemed an election of remedies to the exclusion of other remedies.

7.4 No Cure or Waiver. The exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security, or cure or waive any default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Obligations which are then due have been paid and performed and Mortgagor has cured all other defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option or a subordination of the Lien of this Mortgage.

7.5 Payment of Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately and without demand all costs and expenses incurred by Mortgagee in accordance with Section 11.1 of the Loan Agreement.

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7.6 Waiver of Redemption, Notice, Marshaling, Etc. To the extent permitted by applicable law, Mortgagor hereby waives and releases: (a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any redemption or extension of time for payment; (b) unless specifically required herein or in the other Loan Documents, all notices of Mortgagor's default or of Mortgagee's election to exercise, or Mortgagee's actual exercise, of any option or remedy under the Loan Documents; (c) any right to have the Liens against the Mortgaged Property or any other collateral in which Mortgagee holds an interest as security for the Obligations marshaled; and (d) the right to plead or assert any statute of limitations as a defense or bar to the enforcement of the Loan Documents.

7.7 Application of Proceeds. The proceeds of any sale of all or any portion of the Mortgaged Property and the amounts generated by any holding, leasing, operation or other use of the Mortgaged Property shall be applied by Mortgagee in the following order:

(a) first, to the payment of late charges, if any, owing under the Loan Documents;

(b) second, to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, and selling the same (including without limitation payment of any impositions or other taxes);

(c) third, to the extent allowed by law, to the payment of reasonable attorneys' fees and other legal expenses, including expenses and fees incurred on appeals, and legal expenses and fees of a receiver;

(d) fourth, to the payment of accrued and unpaid interest on the Obligations; and

(e) fifth, to the payment of the balance of the Obligations. The balance, if any, shall be paid to the parties entitled to receive it under applicable law.

7.8 Strict Performance. Any failure by Mortgagee to insist upon strict performance by Mortgagor of any of the terms and provisions of the Loan Documents shall not be deemed to be a waiver of any of the terms or provisions of the Loan Documents and Mortgagee shall have the right thereafter to insist upon strict performance by Mortgagor of any and all of them.

7.9 No Conditions Precedent to Exercise of Remedies. Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the Obligations shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Loan Documents without first having obtained the consent of Mortgagor or such other person, and in the latter event Mortgagor and all such other persons 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 Mortgagee.

7.10 Release of Collateral. Mortgagee may release, regardless of consideration, any part of the security held for the Obligations without, as to the remainder of the security, in any way impairing or affecting the Liens of the Loan Documents or their priority over any subordinate Lien. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any Obligations secured hereby or for performance of any Obligations contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after maturity of said Note, and without notice or consent: (a) release any person liable for payment of all or any part of, or for performance of, any Obligations; (b) make any agreement extending the time or otherwise altering terms of payment of all or any part of, or modifying or waiving any of, the Obligations, or subordinating, modifying or otherwise dealing with the Lien or charge hereof; (c) exercise or refrain from exercising or waive any right Mortgagee may have; (d) accept additional security of any kind; or (e) release or otherwise deal with the Land securing the Obligations, including all or any part of the Mortgaged Property.

7.11 Other Collateral. For payment of the Obligations, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

7.12 Discontinuance of Proceedings. In the event Mortgagee shall have proceeded to enforce any right under the Loan Documents and such proceedings shall have been discontinued or abandoned for any reason, then in every such case, Mortgagor and Mortgagee shall be restored to their former positions and the rights, remedies and powers of Mortgagee shall continue as if no such proceedings had been taken.

7.13 Release of Liability. Without affecting the liability of any person (other than any person released pursuant to the provisions of this Section) for payment of any of the Obligations secured hereby, and without affecting or impairing in any way the priority or extent of the Liens of the Loan Documents upon any property not specifically released pursuant hereo, Mortgagee may at any time and from time to time (a) release any person liable for payment of any of the Obligations secured hereby, (b) extend the time or agree to alter the terms of payment of any of the Obligations, (c) accept additional security of any kind, (d) release any property securing the Obligations, or (e) consent to the creation of any easement on or over the Mortgaged Property or any covenants restricting the use or occupancy thereof.

7.14 Retention of Copies of Books and Records. Without limiting any of Mortgagee's rights and remedies at law or in equity, including under this Mortgage, in the event Mortgagee elects to foreclose, nothing herein shall be deemed to prohibit Mortgagor from retaining copies of its books and records (including computer-readable copies thereof), provided that the originals thereof are delivered to Mortgagee or the purchaser at a foreclosure sale, as applicable.

ARTICLE 8 MISCELLANEOUS

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8.1 Further Assurances. Mortgagor, upon the reasonable written request of Mortgagee, shall execute, acknowledge and deliver, at no liability or out-of-pocket cost to Mortgagor, or, with respect to persons or entities within Mortgagor's control, arrange for the execution, acknowledgment and delivery of, such further reasonable instruments (including, without limitation, estoppel certificates and declarations of no set-off, attornment agreements and acknowledgments) and do such further acts, as may be reasonably necessary, desirable or proper to carry out more effectively the purpose of the Loan Documents, to facilitate (at no cost or expense to Mortgagor) the assignment or transfer of the Note and the Loan Documents and to subject to the Liens of the Mortgage any property intended by the terms thereof to be covered thereby, and any renewals, additions, substitutions, replacements or betterments thereto. Mortgagor shall execute and deliver such instruments, certificates and other documents on or before ten (10) Business Days after receipt of written request therefor. Mortgagor irrevocably appoints Mortgagee the agent and attorney-in-fact of Mortgagor to do any of the foregoing, provided, however, Mortgagee will not exercise such right unless (a) Mortgagee shall have given Mortgagor at least ten (10) Business Days notice and Mortgagor shall have failed to satisfy such request or (b) an Event of Default has occurred and is then continuing.

8.2 Recording and Filing. Mortgagor, at its expense, shall cause this Mortgage and designated from time to time by Mortgagee, all supplements thereto to be recorded and filed in such manner and in such places as Mortgagee shall reasonably request, and shall pay all such recording, filing, re-recording and re-filing taxes, fees and other charges in connection with such recording and filing.

8.3 Notice. All notices, demands, requests and other communications required under the Loan Documents shall be in writing and shall be delivered in accordance with Section 11.5 of the Loan Agreement.

8.4 Mortgagee's Right to Perform the Obligations. If Mortgagor shall fail to make any payment or perform any act required by the Loan Documents, then Mortgagee may make such payment or perform such act for the account of and at the expense of Mortgagor subject in all respects to the restrictions and limitations set forth in the Tenant-In-Common Agreement.

8.5 Covenants Running with the Land; Incorporation by Reference. All covenants, conditions, warranties, representations and other obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property until the lien of this Mortgage has been fully released by Mortgagee. All of the terms and provisions of the Note, the Loan Agreement and the other Loan Documents are incorporated into this Mortgage by this reference as if fully set forth herein, provided, however, all of such terms and provisions are subject in all respects to the restrictions and limitations set forth in the Tenant-In-Common Agreement.

8.6 Severability. In case any one or more of the Obligations shall be invalid, illegal or unenforceable in any respect, the validity of this Mortgage and the other Loan Documents, and remaining Obligations shall be in no way affected, prejudiced or disturbed thereby.

8.7 Modification. The Loan Documents and the terms of each of them may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in

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writing signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

8.8 Non-Assumable. This Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property without Mortgagee's prior written consent except for any transferee of the Mortgaged Property permitted under the Loan Agreement.

8.9 Tax on Obligations or Mortgage. In the event of the passage, after the date of this Mortgage, of any law deducting from the value of land for the purposes of taxation, any Lien thereon, or imposing upon Mortgagee the obligation to pay the whole, or any part, of the taxes or assessments or charges or Liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of deeds of trust, mortgages or debts as to affect this Mortgage or the Obligations, Mortgagor shall pay Mortgagee any such additional amounts necessary to compensate Mortgagee, on an after-tax basis, for such additional costs in accordance with the terms and provisions of Section 2.6 of the Loan Agreement.

8.10 Maximum Rate of Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of the maturity of the Note or otherwise, shall the amount paid, or agreed to be paid to Mortgagee for the use, forbearance, or detention of the money to be loaned under the Note or otherwise or for the payment or performance of any covenant or obligation contained herein or in the Note, exceed the Maximum Rate. The term "Maximum Rate" as used herein shall mean the higher of the maximum interest rate allowed by applicable United States, the state of New York or the State law as amended from time to time, in effect on the date for which a determination of interest accrued hereunder is made. If from any circumstances whatsoever fulfillment of any provision hereof or of any such other documents, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by applicable usury law, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance, Mortgagee shall have ever received interest or anything which might be deemed interest under applicable law which would exceed the Maximum Rate, such amount which would be excessive interest shall be applied to the reduction of the principal amount owing on account of the Note or the amounts owing on other obligations of Mortgagor to Mortgagee hereunder (all without payment of any prepayment premium) and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of the principal of the Note and the amounts owing on other obligations of Mortgagor to Mortgagee hereunder as the case may be such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance or detention of the Obligations of Mortgagor to Mortgagee shall, to the extent permitted by applicable law, (i) be amortized, prorated, allocated and spread throughout the full term of such Obligations until payment in full so that the actual rate of interest on account of such Obligations does not exceed the Maximum Rate throughout the term thereof, (ii) be characterized as a fee, expense or other charge other than interest, and/or (iii) exclude any voluntary prepayments and the effects thereof.

8.11 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth in the Loan Documents shall survive the making of the Loan, and shall continue in full force and effect until the Obligations shall have been paid in full,

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except the obligations specified in the Environmental Indemnity Agreement which shall survive any such payment in full.

8.12 APPLICABLE LAW. THIS MORTGAGE SHALL BE GOVERNED BY, CONSTRUED, APPLIED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

8.13 Successors and Assigns Bound; Joint and Several Liability; Agents; Captions. The covenants and agreements contained in the Loan Documents shall bind, and the rights thereunder shall inure to, the respective successors and assigns of Mortgagee and Mortgagor, subject to the provisions of Section 7.9 of the Loan Agreement. All covenants and agreements of Mortgagor shall be joint and several. In exercising any rights under the Loan Documents or taking any actions provided for therein, Mortgagee may act through its employees, agents, or independent contractors as authorized by Mortgagee. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

8.14 No Representations by Mortgagee. By accepting or approving anything required to be observed, performed or fulfilled or to be given to Mortgagee, pursuant to the Loan Documents, including (but not limited to) an officer's certificate, survey, appraisal or insurance policy, Mortgagee shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Mortgagee.

8.15 Release. Upon written request of Mortgagor stating that all sums secured hereby have been paid following indefeasible payment in full of all Obligations, Mortgagor shall pay the sole cost and expenses of Mortgagee, and Mortgagee shall release the lien of this Mortgage. The recitals in any such release of any matters or facts shall be conclusive proof of the matters set forth therein.

8.16 Headings. The article headings and the section and subsection captions are inserted for convenience of reference only and shall in no way alter or modify the text of such articles, sections and subsections.

8.17 Extension of Prior Liens. If any or all of the proceeds of the Note have been used to pay any indebtedness heretofore existing against the Mortgaged Property, then, to the extent of such funds so used, and to the extent permitted by applicable law, Mortgagee shall be subrogated to all of the rights, claims, Liens, titles and interests heretofore existing against the Mortgaged Property to secure the indebtedness so paid and the former rights, claims, Liens, titles and interests, if any, are not waived but rather shall continue in full force and effect in favor of Mortgagee as cumulative security for the repayment and satisfaction of the Obligations regardless of whether said Liens or debts are acquired by Mortgagee by assignment or are released by the holder thereof upon payment.

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8.18 Relationship Between Parties. Nothing contained in the Note, this Mortgage or the other Loan Documents shall be construed as creating a joint venture or partnership between Mortgagee and Mortgagor, and Mortgagee shall have no right of control or supervision over Mortgagor except as Mortgagee may exercise its rights and remedies under this Mortgage and the other Loan Documents. Mortgagor further disclaims any fiduciary or quasi fiduciary relationship between it or any of its partners and Mortgagee. Mortgagee acknowledges and agrees that in the event that it succeeds to the undivided interest of the Mortgagor in the Land, its shall be bound to the terms and provisions of the Tenant-In-Common Agreement and entitled to all of the benefits thereunder.

8.19 Waivers Pertaining to Note. Mortgagor in its capacity as Mortgagor under this Mortgage and not as maker of the Note waives presentation, demand, protest and notice of nonpayment of the Note (except for notices required hereunder or under the other Loan Documents), and consents to delays, changes in time of payment and the amount of payments due under the Note, and to the reduction or increase of the interest rates thereof based upon changes in the Base Rate referenced therein.

8.20 Third Parties. Nothing in this Agreement is intended to confer any rights or remedies on any persons other than Mortgagor and Mortgagee and their respective successors and assigns. Subject to the foregoing, the provisions of Section 8.24 shall apply to Mortgagee or a purchaser at foreclosure sale.

8.21 WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE LOAN DOCUMENTS, OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION AND LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. MORTGAGOR AND MORTGAGEE ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF MORTGAGOR OR MORTGAGEE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. MORTGAGOR AND MORTGAGEE ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH SHALL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. MORTGAGOR AND MORTGAGEE FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT, THE LOAN DOCUMENTS, OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO

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THE LOAN. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

8.22 Jurisdiction. In accordance with Section 5-1402 of the General Obligations Law of the State of New York, Mortgagor agrees that any action or proceeding arising out of or relating to the Note, the Guaranty, this Mortgage or the other Loan Documents may be commenced in any court located in the State of New York. Mortgagor hereby irrevocably submits to the jurisdiction of United States District Court for the Southern District of New York over any action or proceeding arising out of or relating to the Note, the Guaranty, this Mortgage or the other Loan Documents, and does hereby irrevocably waive, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The foregoing section shall not apply to the Tenant-In-Common Agreement which is governed by the laws of the State of Illinois.

8.23 Multiple Notes. In the event this Mortgage secures more than one promissory note, such promissory notes are equally secured by this Mortgage without the priority or preference of one over the other by reason of negotiation, maturity or otherwise.

8.24 Tenant-In-Common Agreement. Notwithstanding anything to the contrary contained in this Mortgage, Mortgagee (or its purchaser at a foreclosure sale) shall be bound by the terms and provisions of the Tenant-In-Common Agreement as a successor to Mortgagor under the Tenant-In-Common Agreement and entitled to all the benefits thereunder.

ARTICLE 9 LOCAL LAW PROVISIONS

9.1 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article 9 and the other provisions of this Mortgage, the terms and conditions of this Article 9 shall control and be binding.

9.2 Illinois Mortgage Foreclosure Law.

(1) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1501 et seq. herein called 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.

(2) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon the occurrence and during the continuation of an Event of Default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law.

(3) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-

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1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Obligations.

(4) Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 15-1201 of the Act) or residential real estate (as defined in Section 15-1219 of the Act), and to the full extent permitted by law, hereby voluntarily and knowingly waives its rights to reinstatement and redemption to the extent allowed under Section 15-1610(b) of the Act, and to the full extent permitted by law, the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium laws under any state or federal law.

(5) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

9.3 Mortgagor Waivers.

(1) Mortgagor agrees, to the fullest extent that Mortgagor may lawfully so agree, that Mortgagor will not at any time insist upon or plead or in any manner whatsoever claim the benefit of any valuation, stay, extension, or exemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, for Mortgagor and all who may claim through or under Mortgagor, so far as Mortgagor or those claiming through or under Mortgagor now or hereafter lawfully may, hereby waives the benefit of all such laws. Mortgagor, to the extent Mortgagor may lawfully do so, hereby waives any and all right to have the Mortgaged Property marshaled upon any foreclosure of this Mortgage, or sold in inverse order of alienation, and agrees that Mortgagee or any court having jurisdiction to foreclose this Mortgage may sell the Mortgaged Property as an entirety. If any law now or hereafter in force referred to in this Paragraph of which Mortgagor or Mortgagor's successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this Paragraph.

(2) In the event of the commencement of judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of Mortgagor, its successors and assigns, and each and every person or entity they may legally bind acquiring any

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interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (a) expressly waives any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) reinstatement and redemption from sale under any order or decree of foreclosure of this Mortgage; and (b), to the extent permitted by applicable law, agrees that when sale is had under any decree of foreclosure of this Mortgage, upon confirmation of such sale, the officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

9.4 Environmental Disclosure Document. Mortgagor represents and warrants that it is not required to deliver or file, in connection with this Mortgage, an Environmental Disclosure Document for Transfer of Real Property under the Illinois Responsible Property Transfer Act of 1988.

9.5 Maximum Amount Secured. The maximum principal indebtedness secured by this Security Instrument shall not exceed \$12,000,000.00.

9.6 Intentionally Omitted

9.7 Collateral Protection Act. Unless Mortgagor provides Mortgagee with evidence of the insurance required by this Mortgage or any other Loan Document, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Mortgaged Property or any other collateral for the indebtedness secured hereby. 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 Mortgaged Property or any other collateral for the indebtedness secured hereby. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required under by this Mortgage or any other Loan Document. If Mortgagee purchases insurance for the Mortgaged Property or any other collateral for the indebtedness secured hereby, Mortgagor shall 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 added to the indebtedness secured hereby. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

9.8 Future Advances. This Mortgage secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Mortgagee, or otherwise. The amount of indebtedness secured hereby may increase or decrease from time to time, and the rate or rates of interest payable may vary from time to time.

[Signature page follows.]

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

MORTGAGOR:

WWL DHOTEL LAND, L.L.C., a Delaware limited liability company

By: _____

Name: ~~Brad Falk~~ *DAVID S.M.S*

Title: Authorized Signatory

Property of Cook County Clerk's Office

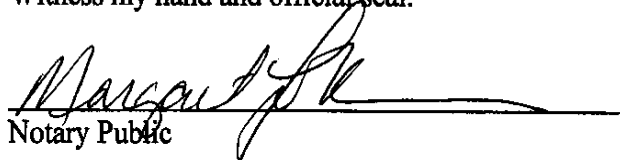
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS

On NOVEMBER 22, 2013 before me, the undersigned, personally appeared DAVID SIMS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.


 Notary Public

[SEAL]



County of Cook
 Clerk's Office

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SCHEDULE A

LEGAL DESCRIPTION

AN UNDIVIDED 20% INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

LOTS 17 TO 26, INCLUSIVE, IN FITZSIMONS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 IN THE CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN:

LOTS 16 AND 27 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 9.25 FEET; THENCE SOUTH, A DISTANCE OF 24.04 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT 9.11 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE WEST, A DISTANCE OF 0.58 FEET ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 16 TO A POINT 9.69 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE SOUTH, A DISTANCE OF 169.61 FEET ALONG THE EASTERLY FACE OF A BRICK WALL OF THE DRAKE HOTEL BUILDING TO A POINT 24 FEET NORTH OF THE SOUTH LINE AND 8.65 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE EAST, A DISTANCE OF 0.55 OF A FOOT ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 TO A POINT 8.10 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE SOUTH, A DISTANCE OF 24 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT ON THE SOUTH LINE OF SAID LOT 27 WHICH IS 8.05 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 27; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 8.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27 AND THENCE NORTH ALONG THE EAST LINE OF LOTS 27 AND 16, A DISTANCE OF 217.65 FEET TO THE POINT OF BEGINNING) EXCEPTING THEREFROM THE BUILDINGS AND IMPROVEMENTS LOCATED THEREON, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN THE DEED FROM WHITESTONE COMPANY, A CORPORATION OF ILLINOIS, TO THE DRAKE TOWERS BUILDING CORPORATION, A CORPORATION OF ILLINOIS, RECORDED FEBRUARY 1, 1928 AS DOCUMENT NUMBER 9914506 FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF AN INCLINED SERVICE DRIVEWAY OVER THE SOUTH 140 FEET OF THE WEST 24 FEET OF THE FOLLOWING DESCRIBED TRACT:

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LOTS 14, 15, 28 AND 29 IN FITZSIMONS ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCK 8 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF LOTS 16 AND 27 IN SAID FITZSIMONS ADDITION, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16 AND RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 9.25 FEET; THENCE SOUTH, A DISTANCE OF 24.04 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT 9.11 FEET WEST OF THE EAST LINE OF SAID LOT 16; THENCE WEST, A DISTANCE OF 0.58 OF A FOOT ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 16 TO A POINT 9.69 FEET WEST OF SAID EAST LOT LINE; THENCE SOUTH, A DISTANCE OF 169.61 FEET ALONG THE EASTERLY FACE OF A BRICK WALL OF THE DRAKE BUILDING TO A POINT 24 FEET NORTH OF THE SOUTH LINE AND 8.65 FEET WEST OF THE EAST LINE OF SAID LOT 27; THENCE EAST, A DISTANCE OF 0.55 OF A FOOT ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 27 TO A POINT 8.10 FEET WEST OF SAID EAST LOT LINE; THENCE SOUTH, A DISTANCE OF 24 FEET ALONG THE EASTERLY FACE OF THE LOWER STONE BASE OF THE DRAKE HOTEL BUILDING TO A POINT ON SAID SOUTH LINE OF LOT 27 WHICH IS 8.05 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT; THENCE EAST ON SAID SOUTH LOT LINE, A DISTANCE OF 8.05 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27; THENCE NORTH ALONG SAID EAST LINE OF LOTS 16 AND 27, A DISTANCE OF 217.65 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.