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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



1336119048

Doc#: 1336119048 Fee: \$136.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/27/2013 10:48 AM Pg: 1 of 50

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 17-16-241-025-0000

Address:

Street: 440 S. LaSalle Street

Street line 2:

City: Chicago

State: IL

ZIP Code: 60605

Lender: Keybank National Association

Borrower: One Financial Place Property LLC and OFP Illinois Services LLC

Loan / Mortgage Amount: \$185,120,000.00

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: 102035AB-3F1D-4A38-B3AE-045752C1126D

Execution date: 12/20/2013

8935705 CM

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*This Instrument was prepared by
and when recorded, return to:*

McKenna Long & Aldridge LLP
Suite 5300
303 Peachtree Street, N.E.
Atlanta, Georgia 30308
Attention: William F. Timmons, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

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

BY

ONE FINANCIAL PLACE PROPERTY LLC,
a Delaware limited liability company

and

OFP ILLINOIS SERVICES LLC,
a Delaware limited liability company,
jointly, as mortgagor

TO

KEYBANK NATIONAL ASSOCIATION,
a national banking association, as Agent,
as mortgagee

Dated as of December 20 2013

LOCATION OF PROPERTY:

Address: 440 S. LaSalle Street, Chicago, Illinois 60605

County: Cook

Tax Ids.: 17-16-241-025-0000; 17-16-241-049-0000; 17-16-242-018-0000; 17-16-242-019-0000;
17-16-242-020-0000; 17-16-242-022-0000; 17-16-242-023-0000; 17-16-242-024-0000

ATTENTION COUNTY RECORDER: This Instrument covers goods that are or are to become affixed to or fixtures on the land described in Exhibit A hereto and is to be filed for record in the records where Mortgages on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Mortgage, but also as a fixture filing covering goods that are or are to become fixtures on the real property described herein. The mailing addresses of the Debtor and Secured Party are set forth on Exhibit C to this Instrument.

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THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Instrument") is made and entered into as of this 20 day of December, 2013, by and among **ONE FINANCIAL PLACE PROPERTY LLC**, a Delaware limited liability company ("Fee Owner") and **OFP ILLINOIS SERVICES LLC**, a Delaware limited liability company ("Operating Lessee"; Fee Owner and Operating Lessee, collectively, "Mortgagor"), as mortgagor, each having a mailing address of c/o Tier Operating Partnership LP, 17300 Dallas Parkway, Suite 1010, Dallas, Texas 75248, and **KEYBANK NATIONAL ASSOCIATION**, a national banking association ("KeyBank"), as mortgagee, having a mailing address of 4910 Tiedeman Road, 3rd Floor, Brooklyn, Ohio 44144, Attn: Real Estate Capital Services, with a copy to KeyBank National Association, 1200 Abernathy Road, N.E., Suite 1550, Atlanta, Georgia 30328, Attn: Kevin Murray, as Agent for itself and each other lender (collectively, the "Lenders") which is or may hereafter become a party to that certain Amended and Restated Credit Agreement, dated as of even date herewith by and among Tier Operating Partnership LP, a Texas limited partnership ("Borrower"), KeyBank, as Agent and the Lenders (as the same may be varied, amended, restated, renewed, consolidated, extended or otherwise supplemented from time to time, the "Credit Agreement") (KeyBank, in its capacity as Agent, is hereinafter referred to as "Agent"). Capitalized terms used herein that are not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and, intending to be legally bound hereby, in order to secure the indebtedness and other obligations of Mortgagor and Borrower hereinafter set forth, Mortgagor does hereby mortgage, grant, bargain, sell, convey, assign, transfer and set over unto Agent, for the ratable benefit of the Lenders and the holders of the Hedge Obligations, and their successors and assigns, all of Mortgagor's right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, property, fixtures, equipment, furniture, furnishings, appliances, general intangibles, and appurtenances, whether now or hereafter existing or acquired (collectively, the "Property"; provided, however, the Property shall not include personal property of tenants under Leases or personal property of subtenants under subleases to which neither the Borrower nor Mortgagor is the tenant or subtenant, as applicable, in items that would otherwise constitute Property hereunder):

(a) All those tracts or parcels of land and easements commonly known as 440 South LaSalle Street, located in the City of Chicago, Cook County, Illinois more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Fee Land").

(b) Operating Lessee's leasehold interest (including any reversionary interest that Operating Lessee may have in the Fee Land pursuant thereto) created by (i) that certain Lease (Fitness Center), dated as of July 14, 2006, between Fee Owner, as landlord and Operating Lessee, as tenant, a memorandum of which was recorded with the Cook County, Illinois Recorder of Deeds on July 13, 2011 as Document No. 1119431088 (the "Fitness Lease"), and (ii) that certain Lease (Hotel), dated as of July 14, 2006, between Fee Owner, as landlord, and Operating Lessee, as tenant, a memorandum of which was recorded with the Cook County, Illinois Recorder of Deeds on July 13, 2011 as Document No. 1119431089 (the "Hotel Lease");

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the Fitness Lease and the Hotel Lease, individually or collectively, as the context may require, together with any and all modifications, renewals, extensions, and substitutions of the foregoing, the "Operating Lease") with respect to the real property leased thereby, including all of Operating Lessee's interest, if any, in all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs and replacements now or hereafter erected on such real property (collectively, the "OL Collateral"; the OL Collateral and the Fee Land, collectively, the "Land"), and all credits, deposits, options, proceeds, privileges and rights of Operating Lessee as tenant under the Operating Lease, including, but not limited to, the right, if any, to renew or extend the Operating Lease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Operating Lessee either in law or in equity, in possession or expectancy, of, in and to Operating Lessee's right, as tenant under the Operating Lease, to elect under Section 365(h)(1) of Title 11 U.S.C.A. § 101 et seq. and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the "Bankruptcy Code") or any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization, rehabilitation, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors ("Creditors Rights Laws") to terminate or treat the Operating Lease as terminated or to consent to the transfer of the Fee Owner's interest in the Land and the Improvements free and clear of the Operating Lease under Section 363 of the Bankruptcy Code or under any other Creditors Rights Law in the event (i) of any Bankruptcy Action of the Fee Owner, and (ii) (A) the rejection of the Operating Lease by Fee Owner, as debtor in possession, or by a trustee for such Fee Owner, pursuant to Section 365 of the Bankruptcy Code or under any other Creditors Rights Law or (B) any attempt by Fee Owner, as debtor in possession, or by a trustee for Fee Owner, to transfer Fee Owner's interest in the Land and the Improvements under Section 363 of the Bankruptcy Code or under any other Creditors Rights Laws;

(b) All present and future buildings, structures, parking areas, annexations and improvements of every nature whatsoever now or hereafter situated on the Land (hereinafter referred to as the "Improvements") and all materials intended for construction, reconstruction, alteration and repairs of the Improvements now or hereafter erected, all of which materials shall be deemed to be included within the Improvements immediately upon the delivery thereof to the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, incinerating, sprinkling, and waste removal systems, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appliances, storm windows and doors, window and door screens, awnings and storm sashes, which are or shall be owned by Mortgagor and attached to said Improvements, items of personal property located within or adjacent to the Improvements and included within the definition of "Property and Equipment" and "Inventories" under the Uniform System of Accounts for Hotels as published by the American Hotel Association of the United States and Canada, and all other furnishings, furniture, glassware, tableware, uniforms, linen, drapes and curtains and related hardware and mounting devices, wall to wall carpeting, radios, lamps, telephone systems, televisions and television systems, computer systems, guest ledgers, vehicles, fixtures, machinery, equipment, apparatus, appliances, books and records, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever now or hereafter owned by Mortgagor and located in, on or about, or used or

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intended to be used with or in connection with the use, operation or enjoyment of the Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on behalf of Mortgagor, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Property as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Instrument.

(c) All easements, access rights, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, irrigation systems (including, without limitation, underground wiring, pipes, pumps and sprinkler heads), minerals, flowers, plants, shrubs, crops, trees, timber, fences, signs, bridges, fountains, monuments and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

(d) All leases, tenancies, occupancies and licenses, rental agreements, registration cards and agreements, if any, whether oral or written (collectively, the "Leases"), and all income, rents, issues, profits, room rentals, transient or guest payments, fees, charges or other payments for the use or occupancy of rooms or other facilities, and revenues of the Property from time to time accruing (including, without limitation, all payments under Leases), all guarantees of the foregoing or letters of credit relating to the foregoing, lease termination payments, proceeds of insurance (regardless of whether such proceeds are payable pursuant to a blanket policy of insurance), condemnation payments, tenant security, damage or other deposits whether held by Mortgagor or in a trust account, all escrow agreements relating to any of the Leases, escrow funds, including, without limitation, any funds escrowed for tenant improvements, fees, charges, rents, license fees, accounts, royalties, security, damage or other deposits from time to time accruing, all payments under working interests, production payments, royalties, overriding royalties, operating interests, participating interest and other such entitlements, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Mortgagor of, in and to the same (collectively, the "Revenues"); reserving only the right to Mortgagor to collect the same (other than, subject to Section 7.7 of the Credit Agreement and Section 2.23 hereof, lease termination payments, insurance proceeds and condemnation payments) so long as no Event of Default has occurred and is continuing.

(e) All insurance policies (other than blanket policies covering the Property to the extent Mortgagor does not have an interest therein), building service, building maintenance, construction, development, management, indemnity, and other similar agreements and contracts and subcontracts, written or oral, express or implied, now or hereafter entered into, arising or in any manner related to the purchase, construction, design, improvement, use, operation, ownership, occupation, enjoyment, sale, conversion or other disposition (voluntary or involuntary) of the Property, or the buildings and improvements now or hereafter located thereon, or any other interest in the Property, or any combination thereof, franchise agreements,

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property management agreements, cable television agreements, contracts for the purchase of supplies, telephone service agreements, yellow pages or other advertising agreements, sales contracts, construction contracts, architects agreements, general contract agreements, design agreements, engineering agreements, technical service agreements, sewer and water and other utility agreements, service contracts, agreements relating to the collection of receivables or use of customer lists, all bookings and reservations for space or facilities within the Property, all purchase options, option agreements, rights of first refusal, contract deposits, earnest money deposits, prepaid items and payments due and to become due thereunder, and further including all payment and performance bonds, labor, deposits, assurances, construction guaranties, guaranties, warranties, indemnities and other undertakings, architectural plans and specifications (to the extent assignable), drawings, surveys, soil reports, engineering reports, inspection reports, environmental audits and other technical descriptions and reports relating to the Property, renderings and models, permits (to the extent assignable), consents, approvals, licenses, variances, agreements, contracts, building permits, purchase orders and equipment leases, personal property leases, and all causes of action relating thereto.

(f) All deposit accounts, instruments, accounts receivable, documents, causes of action, claims, names by which the Property or the improvements thereon may be operated or known, all rights to carry on business under such names, all telephone numbers or listings, all rights, interest and privileges of which Mortgagor may have in any capacity under any covenants, restrictions or declarations now or hereafter relating to the Property or the Improvements, and all notes or chattel paper now or hereafter arising from or by virtue of any transactions relating to the Property or the Improvements located thereon (including all of Fee Owner's rights under that certain promissory Note, dated as of March 31, 2009, in the stated principal amount of \$6,000,000 made by The Chicago Stock Exchange, Inc., as tenant under a Lease dated October 1, 2000, as amended), and all customer lists, other lists, and business information relating in any way to the Property or the Improvements or the use thereof, whether now owned or hereafter acquired;

(g) All assets related to the ownership or operation of the Property or the Improvements now or hereafter erected thereon, including, without limitation, accounts (including, without limitation, health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, documents, general intangibles (including, without limitation, payment intangibles, and all current and after acquired copyrights, copyright rights, advertising materials, web sites, and web pages, software and software licenses, trademarks and service marks, trademark rights, trademark applications, service mark rights, service mark applications, trade dress rights, company names, logos, and all domain names, owned or used in connection with the Mortgagor's business, and in each case all goodwill associated therewith), goods (including, without limitation, inventory, equipment, fixtures and accessions) instruments (including, without limitation, promissory notes), tenant or guest lists, investment property, letter-of-credit rights, letters of credit, money, supporting obligations, as-extracted collateral, timber to be cut and all proceeds and products of anything described or referred to above in this Subsection (g), in each case as such terms are defined under the Uniform Commercial Code as in effect in the applicable jurisdiction; however, Mortgagor is not granting any lien on or security interest in the name "Tier REIT" or any derivation thereof or any trademarks, logos and other marks identified therewith.

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(h) All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Agent pursuant to this Instrument, the Credit Agreement or any other of the Loan Documents.

(i) All proceeds, products, substitutions and accessions of the foregoing of every type.

TO HAVE AND TO HOLD the Property unto Agent, the Lenders and the holders of the Hedge Obligations and their respective successors and assigns, to their own use forever in accordance with the provisions hereof; and Fee Owner covenants that Fee Owner is lawfully seized and possessed of the Fee Land portion of the Property in FEE SIMPLE and Operating Lessee covenants that Operating Lessee is lawfully seized and possessed of the OL Collateral in LEASEHOLD, and each has good right to convey the same, that the same is unencumbered except for those matters expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Encumbrances"), and that Mortgagor does warrant and will forever defend the title hereto against the claims of all persons whomsoever, except as to those matters set forth in said Exhibit "B" attached hereto or otherwise specifically approved by Agent in writing after the date hereof.

NOW THEREFORE, for the purpose of securing the payment and performance of the following described obligations (collectively, the "Secured Obligations"):

(a) The debt evidenced by (i) those certain Amended and Restated Revolving Credit Notes made by Borrower in the aggregate principal amount of Two Hundred Sixty Million and No/100 Dollars (\$260,000,000.00) to the order of Lenders, and (ii) that certain Amended and Restated Swing Loan Note made by Borrower in the principal amount of Twenty-Five Million and No/100 Dollars (\$25,000,000.00) to the order of KeyBank, each of which has been issued pursuant to the Credit Agreement and each of which bears interest at a variable rate and is due and payable in full on or before June 20, 2017, unless extended as provided in the Credit Agreement, and (iii) each other note as may be issued under the Credit Agreement and which is due and payable on or before June 20, 2017, unless extended as provided in the Credit Agreement (as such notes may be varied, extended, supplemented, consolidated, amended, replaced, renewed, modified or restated from time to time as so varied, extended, supplemented, consolidated, amended, replaced, renewed, modified or restated, collectively, the "Notes");

(b) The payment, performance and discharge of each and every obligation, covenant and agreement of Mortgagor contained herein or of Mortgagor contained in that certain Amended and Restated Unconditional Guaranty of Payment and Performance by Mortgagor and others in favor of KeyBank, as Agent for itself and each other Lender, dated as of even date herewith, (as amended, restated, modified, renewed, supplemented or extended from time to time, the "Guaranty"), of Borrower contained in the Credit Agreement, and of Mortgagor and Borrower in the other Loan Documents, including, without limitation, the obligation of Borrower to reimburse Issuing Lender for any draws under the Letters of Credit, and in the other Loan Documents;

(c) Any and all additional advances made by Agent or any Lender to protect or preserve the Property or the lien and security title hereof in and to the Property, or for taxes,

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assessments or insurance premiums as hereinafter provided (whether or not Mortgagor is the owner of the Property at the time of such advances);

(d) The payment, performance and discharge of each and all of the Hedge Obligations;

(e) Any and all other indebtedness now or hereafter owing by Borrower to Agent or any Lender pursuant to the terms of the Credit Agreement, whether now existing or hereafter arising or incurred, however evidenced or incurred, whether express or implied, direct or indirect, absolute or contingent, due or to become due, including, without limitation, all principal, interest, fees, expenses, yield maintenance amounts and indemnification amounts, and all renewals, modifications, consolidations, replacements and extensions thereof. The Credit Agreement contains a revolving credit facility which permits Borrower to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Lenders, all upon satisfaction of certain conditions stated in the Credit Agreement. This Instrument secures all advances and re-advances under the Credit Agreement, including, without limitation, those under the revolving credit facility contained therein; and

(f) All costs and expenses incurred by the Agent, the Lenders and the holders of the Hedge Obligations in connection with the enforcement and collection of the Secured Obligations, including, without limitation, all attorneys' fees and disbursements, and all other such costs and expenses described in and incurred pursuant to the Notes, the Credit Agreement, the Guaranty, this Instrument, and the other Loan Documents and the agreements evidencing or relating to the Hedge Obligations (the "Hedge Documents") (collectively, the "Enforcement Costs").

Notwithstanding anything to the contrary contained herein, under no circumstances shall the "Secured Obligations" as defined herein include any obligation that constitutes an Excluded Hedge Obligation of Mortgagor.

Subject to Section 2.22 hereof, should the Secured Obligations secured by this Instrument be paid and performed according to the terms and effect thereof when the same shall become due and payable, and should Mortgagor perform all covenants contained herein in a timely manner and the obligation of the Lenders to make Loans and issue Letters of Credit under the Credit Agreement has terminated (other than surviving indemnity obligations as to which no claim is then pending), then the estate hereby granted shall become null and void.

Mortgagor hereby further covenants and agrees with Agent as follows:

ARTICLE 1

1.01 Payment of Secured Obligations. Mortgagor will pay and perform or cause to be paid and performed the Secured Obligations according to the tenor thereof and all other sums now or hereafter secured hereby as the same shall become due.

1.02 Funds for Impositions. After the occurrence and during the continuance of an Event of Default, Mortgagor shall pay to Agent, subject to Agent's option under Section 1.03

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hereof, on the days that monthly installments of interest are payable under the Notes, until the Notes are paid in full, a sum (hereinafter referred to as the "Funds") reasonably estimated by Agent to provide an amount necessary for payment of the following items in full fifteen (15) days prior to when such items become due (hereinafter collectively referred to as the "Impositions"): (a) the yearly real estate taxes, ad valorem taxes, personal property taxes, assessments and betterments, and (b) the yearly premium installments for the insurance covering the Property and required by the Credit Agreement to the extent insurance policies maintained pursuant to the Credit Agreement are not blanket policies; provided, however, notwithstanding anything to the contrary contained in the Loan Documents, upon request by Agent following the occurrence and continuance of an Event of Default, Mortgagor covenants and agrees to escrow premiums reasonably required by Agent to purchase insurance for the Property as required pursuant to the Credit Agreement under a separate insurance policy. The Impositions shall be reasonably estimated initially and from time to time by Agent on the basis of assessments and bills and estimates thereof. The Funds shall be held by Agent in a separate interest bearing account free of any liens or claims on the part of other creditors of Mortgagor and as part of the security for the Secured Obligations. Mortgagor shall pay all Impositions prior to delinquency as required by Section 1.03 hereof. In the event Agent elects to reserve Funds as permitted under this Section 1.02, within ten (10) days after Mortgagor furnishes Agent with reasonably satisfactory evidence that Mortgagor has paid one or more of the items comprising the Impositions (including, without limitation, delivering evidence that the insurance covering the Property was acquired under a blanket policy), Agent shall reimburse Mortgagor (or the one paying the Impositions) therefor to the extent of the Funds (plus accrued interest) then held by Agent (which will include the entire amount escrowed for estimated insurance premiums at such time as Mortgagor delivers evidence of insurance for the Property required pursuant to the Credit Agreement). Alternatively, Agent shall apply the Funds to pay the Impositions with respect to which the Funds were paid to the extent of the Funds then held by Agent and provided Mortgagor has delivered to Agent the assessments or bills therefor. Mortgagor shall be permitted to pay any Imposition early in order to take advantage of any available discounts. Agent shall make no charge for so holding and applying the Funds or for verifying and compiling said assessments and bills. The Funds are pledged as additional security for the Secured Obligations, and may be applied, at Agent's option and without notice to Mortgagor, to the payment of the Secured Obligations upon the occurrence of any Event of Default. If at any time the amount of the Funds held by Agent shall be less than the amount reasonably deemed necessary by Agent to pay Impositions as such become due, Mortgagor shall pay to Agent any amount necessary to make up the deficiency within fifteen (15) business days after notice from Agent to Mortgagor requesting payment thereof. Upon payment and performance in full of the Secured Obligations and termination of the obligation of the Lenders to make Loans and of Issuing Lender to issue Letters of Credit, Agent shall promptly refund to Mortgagor any Funds then held by Agent.

1.03 Impositions, Liens and Charges. Mortgagor shall pay all Impositions and other charges, if any, attributable to the Property prior to delinquency, and at Agent's option during the continuance of an Event of Default, Mortgagor shall pay in the manner hereafter provided under this Section 1.03. Mortgagor shall, during continuance of an Event of Default, furnish to Agent all bills and notices of amounts due under Section 1.03 as soon as received, and in the event Mortgagor shall make payment directly, Mortgagor shall, as and when available, furnish to Agent receipts evidencing such payments prior to the dates on which such payments are

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delinquent, subject to Mortgagor's right to contest taxes, assessments and other governmental charges as provided in the Credit Agreement. Mortgagor shall promptly discharge (by bonding, payment or otherwise) any lien filed against the Property or Mortgagor (including federal tax liens) and will keep and maintain the Property free from the claims of all persons supplying labor or materials to the Property, subject to Mortgagor's right to contest the same as provided in the Credit Agreement. Mortgagor shall not claim or be entitled to any credit against the taxable value of the Property by reason of this Instrument, or any deduction in or credit on the Secured Obligations by reason of Impositions paid.

1.04 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by mortgages or the manner of collecting taxes so as to adversely affect Agent or the Lenders, Mortgagor will promptly pay any such tax. If Mortgagor fails to make such payment promptly, or if, in the opinion of Agent, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Agent or the Lenders if Mortgagor makes such payment or if, in the opinion of Agent, the making of such payment could reasonably result in the imposition of interest beyond the maximum amount permitted by applicable law, then (i) the Total Commitment shall be reduced by 125% of the Allocated Loan Amount associated with the Property, (ii) notwithstanding the terms of Section 5.4(e) of the Credit Agreement, within sixty (60) days of demand, the Borrower shall pay to Agent for the pro rata accounts of the Lenders, an amount necessary such that the amount of the outstanding Loans and Letter of Credit Liabilities do not exceed the Total Commitment or the Borrowing Base Availability, and (iii) the Property shall no longer be included in the Borrowing Base.

(b) Mortgagor will pay all taxes, liens, assessments and charges of every character including all utility charges, whether public or private, already levied or assessed or that may hereafter be levied or assessed upon or against the Property as required under the Credit Agreement.

1.05 Insurance.

Unless Borrower has already done so, Mortgagor shall procure for, deliver to and maintain for the benefit of Agent and Lenders the insurance policies described in Section 7.7 of the Credit Agreement. Mortgagor shall pay all premiums on such insurance policies. All proceeds of any property or casualty insurance or awards of damages on account of any taking or condemnation for public use of or injury to the Property are hereby assigned and shall be paid to Agent, for the benefit of the Lenders, subject to Borrower's and Mortgagor's right to adjust certain claims and use such proceeds as provided in the Credit Agreement. Any such proceeds shall be released and advanced to Borrower or Mortgagor in accordance with and subject to the requirements of the Credit Agreement and be applied to the cost of repairing or restoring the Property or the remaining portion of the Property, with any balance remaining to be applied in accordance with the terms and provisions of the Credit Agreement. In the event of a foreclosure sale of all or any part of the Property pursuant to the enforcement of this Instrument, the

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purchaser of such Property shall succeed to all rights of Mortgagor, including any rights to the proceeds of insurance and to unearned premiums, in and to all of the policies of insurance to the extent that they relate to the Property; provided, however, in the event such insurance policies are written on blanket policies, then such purchaser's rights in such blanket policies following a foreclosure sale shall be limited to any rights, including right to insurance proceeds, from or relating to a casualty event occurring prior to the foreclosure sale and the right, without the further consent of Mortgagor, to take such steps as Agent may deem advisable to cause the interest in such insurance proceeds to be protected by any of such policies.

1.06 Condemnation. If all or any portion of the Property shall be damaged or taken through condemnation (which term when used in this Instrument shall include any damage or taking by any governmental authority or any transfer by private sale in lieu thereof), either temporarily or permanently, then all compensation, awards and other payments or relief thereof, shall be paid and applied in accordance with terms and provisions of the Credit Agreement.

1.07 Care, Use and Management of Property.

(a) Mortgagor will keep, or cause to be kept, the roads and walkways, landscaping and all other Improvements of any kind now or hereafter erected on the Land or any part thereof in good condition and repair, will not commit or suffer any waste, impairment or deterioration (ordinary wear and tear excepted) and will not do or suffer to be done anything which will increase, except to a de minimus extent, the risk of fire or other hazard to the Property or any part thereof.

(b) Other than minor articles of personal property not material to the value or operation of the Property, Mortgagor will not remove or demolish nor alter the structural character of any building located on the Land or any fixtures or personal property relating thereto except when incidental to the replacement of fixtures and personal property with items of like quality and utility (which would not impair the value of the Property as a whole) or customary tenant improvements pursuant to Leases approved or deemed approved pursuant to the Credit Agreement.

(c) If the Property or any material part thereof is materially damaged by fire or any other cause, Mortgagor will give prompt written notice thereof to Agent.

(d) To the extent not prohibited under the terms of the applicable Leases, Agent and each of the Lenders or its representative is hereby authorized, upon reasonable notice, to enter upon and inspect the Property at any time during normal business hours.

(e) Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority, all restrictive covenants and other agreements affecting the Property or relating to the operation thereof affecting the Property or any part thereof and all licenses or permits affecting the Property or any part thereof, subject to Mortgagor's right to contest the same as provided in the Credit Agreement.

(f) Mortgagor shall keep the Property, including the Improvements and the Personal Property (as hereinafter defined), in good order, repair and tenantable condition and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to

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keep such items in first class order, repair, and tenantable condition (ordinary wear and tear excepted).

(g) Mortgagor shall keep all franchises, trademarks, trade names, service marks and licenses and permits necessary for the Mortgagor's use and occupancy of the Property in good standing and in full force and effect.

(h) Unless required by applicable law or unless Agent has otherwise agreed in writing, Mortgagor shall not allow changes in the nature of the occupancy or use for which the Property was intended at the time this Instrument was executed. Mortgagor shall not abandon the Property. Mortgagor shall not initiate, fail to contest or acquiesce in a change in the zoning classification of the Property or subject the Property to restrictive or negative covenants without Agent's written consent. Mortgagor shall in all material respects comply with, observe and perform all zoning and other laws affecting the Property, all agreements and restrictive covenants affecting the Property, and all licenses and permits affecting the Property, subject to Mortgagor's right to contest compliance with laws to the extent permitted in the Credit Agreement.

(i) Agent may, at Mortgagor's expense, make or cause to be made reasonable entries upon and inspections of the Property as permitted in the Credit Agreement, or at any other time when necessary or appropriate, in the sole reasonable discretion of Agent, to protect or preserve the Property.

(j) If all or any part of the Property shall be damaged by fire or other casualty or loss, then, subject to the provisions of the Credit Agreement, Mortgagor will promptly restore the Property to the equivalent of its original condition; and if a part of the Property shall be damaged through condemnation, Mortgagor will promptly restore, repair or alter the remaining portions of the Property in a manner satisfactory to Agent. Notwithstanding the foregoing, Mortgagor shall not be obligated to so restore unless, in each instance, Agent agrees to make available to Mortgagor (subject to the terms of the Credit Agreement) any net insurance or condemnation proceeds actually received by Agent hereunder in connection with such casualty loss or condemnation, to the extent such proceeds are required to defray the expense of such restoration; provided, however, that, subject to the provisions of the Credit Agreement, the insufficiency of any such insurance or condemnation proceeds to defray the entire expense of restoration shall in no way relieve Mortgagor of its obligation to restore.

(k) Mortgagor shall pay all normal and customary operating expenses for the Property as the same become due.

1.08 Leases and other Agreements Affecting Property.

(a) As additional security for the Secured Obligations, Mortgagor presently and unconditionally assigns and transfers to Agent all of Mortgagor's right, title and interest in and to the Leases and the Revenues, including those now due, past due or to become due by virtue of any of the Leases for the occupancy or use of all or any part of the Property. Mortgagor hereby authorizes Agent or Agent's agents to collect the Revenues and hereby directs such tenants, lessees and licensees of the Property to pay the Revenues to Agent or Agent's agents; provided, however, Mortgagor shall have a license (revocable upon the occurrence and during

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the continuance of an Event of Default) to collect and receive the Revenues. Mortgagor agrees that each and every tenant, lessee and licensee of the Property may pay, and hereby irrevocably authorizes and directs each and every tenant, lessee and licensee of the Property to pay, the Revenues to Agent or Agent's agents on Agent's written demand therefor (which demand may be made by Agent at any time after the occurrence and during the continuance of an Event of Default) without any obligation on the part of said tenant, lessee or licensee to inquire as to the existence of an Event of Default and notwithstanding any notice or claim of Mortgagor to the contrary, and Mortgagor agrees that Mortgagor shall have no right or claim against said tenant, lessee or licensee for or by reason of any Revenues paid to Agent following receipt of such written demand.

(b) Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of the Leases or the Revenues which has not been released, that Mortgagor has not performed, and will not perform, any acts and has not executed, and will not execute, any instruments which would prevent Agent from exercising the rights of the beneficiary of this Instrument, and that at the time of execution of this Instrument, there has been no anticipation or prepayment of any of the Revenues for more than one (1) month prior to the due dates of such Revenues. Mortgagor further covenants that Mortgagor will not hereafter collect or accept payment of any Revenues more than one (1) month prior to the due dates of such Revenues.

(c) Mortgagor agrees that neither the foregoing assignment of Leases and Revenues nor the exercise of any of Agent's rights and remedies under this Section or Article 2 hereof shall be deemed to make Agent a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Leases, the Property or the use, occupancy, enjoyment or operation of all or any portion thereof, unless and until Agent, in person or by agent, assumes actual possession thereof. Mortgagor further agrees that the appointment of any receiver for the Property by any court at the request of Agent or by agreement with Mortgagor (to the extent permissible under applicable law), or the entering into possession of any part of the Property by such receiver (to the extent permissible under applicable law), shall not be deemed to make Agent a mortgagee in possession or otherwise responsible or liable in any manner with respect to the Leases, the Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

(d) If Agent exercises its rights and remedies pursuant to this Section or Article 2 hereof, all Revenues thereafter collected shall be applied in such order as Agent may elect in its discretion to the reasonable costs of taking control of and managing the Property and collecting the Revenues, including, but not limited to, reasonable attorneys' fees actually incurred, fees, receiver fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, Impositions and other charges on the Property, and the costs of discharging any obligation or liability of Mortgagor as landlord, lessor or licensor of the Property, or to the Secured Obligations. Agent or any receiver (to the extent permissible under applicable law) shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those Revenues actually received. Agent shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Property by reason of anything done or left undone by Agent pursuant to this Section or Article 2 hereof, except in the event of Agent's gross negligence or willful misconduct. If the Revenues are not sufficient to meet the costs of taking control of and

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managing the Property and collecting the Revenues, any monies reasonably expended by Agent for such purposes shall become a portion of the Secured Obligations. Unless Agent and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon notice from Agent to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the Default Rate stated in the Credit Agreement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law. The entering upon and taking possession of and maintaining of control of the Property by Agent or any receiver (to the extent permissible under applicable law) and the application of Revenues as provided herein shall not cure or waive any Event of Default or invalidate any other right or remedy of Agent hereunder.

(e) It is the intention of Agent and Mortgagor that the assignment effectuated by this Instrument with respect to the Revenues shall be a direct and currently effective assignment and shall not constitute merely an obligation to grant a lien, security interest or pledge for the purpose of securing the Secured Obligations.

(f) In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Agent's interest in the Revenues constitutes a lien on or security interest in or pledge of the Revenues, it is agreed and understood that the forwarding of a notice to Mortgagor after the occurrence of an Event of Default advising Mortgagor of the revocation of Mortgagor's license to collect such Revenues, shall be sufficient action by Agent to (i) perfect such lien on or security interest in or pledge of the Revenues, (ii) take possession thereof and (iii) entitle Agent to immediate and direct payment of the Revenues, for application as provided in this Instrument, all without the necessity of any further action by Agent, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Property.

1.09 Leases of the Property.

(a) Except as permitted in the Credit Agreement, Mortgagor shall not enter into any Lease of all or any portion of the Property or amend, supplement or otherwise modify, or terminate or cancel, or accept the surrender of, or consent to the assignment or subletting of, or grant any concessions to or waive the performance of any obligations of any tenant, lessee or licensee under, any now existing or future Lease of the Property, without the prior written consent of Agent. Mortgagor, at Agent's request, shall furnish Agent with executed copies of all Leases hereafter made of all or any part of the Property. Upon Agent's request, Mortgagor shall make a separate and distinct assignment to Agent, as additional security, of all Leases hereafter made of all or any part of the Property.

(b) There shall be no merger of the leasehold estates created by the Leases with the fee estate of the Property without the prior written consent of Agent. Agent may at any time and from time to time by specific written instrument intended for the purpose, unilaterally subordinate the lien of this Instrument to any Lease, without joinder or consent of, or notice to, Mortgagor, any tenant or any other Person, and notice is hereby given to each tenant under a Lease of such right to subordinate. No such subordination shall constitute a subordination to any

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lien or other encumbrance, whenever arising, or improve the right of any junior lienholder. Nothing herein shall be construed as subordinating this Instrument to any Lease.

(c) Mortgagor hereby appoints Agent its attorney-in-fact, coupled with an interest, empowering Agent to subordinate this Instrument to any Leases.

1.10 Security Agreement.

(a) Insofar as the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, general intangibles and articles of personal property owned by Mortgagor either referred to or described in this Instrument as part of the Property, or in any way connected with the use and enjoyment of the Property is concerned, Mortgagor grants unto Agent a security interest therein and this Instrument is hereby made and declared to be a security agreement, encumbering each and every item of personal property (the "Personal Property") included herein, in compliance with the provisions of the Uniform Commercial Code as enacted in the applicable jurisdiction as set forth in Section 3.04 below (the "UCC"). A financing statement or statements affecting all of said personal property aforementioned, shall be appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement herein contained shall be, subject to the provisions of the Credit Agreement (i) as prescribed herein with respect to the Property, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said UCC, all at Agent's sole election. Mortgagor and Agent agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing this declaration and hereby stated intention of Mortgagor and Agent that everything used in connection with the production of income from the Property and/or adapted for use therein and/or which is described or reflected in this Instrument, is to the full extent provided by law, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (iii) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (1) the proceeds of any fire and/or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Agent as determined by this Instrument, subject to the provisions of the Credit Agreement or impugning the priority of Agent's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of Agent in the event any court shall at any time hold with respect to the foregoing (1), (2) or (3), that notice of Agent's priority of interest to be effective against a particular class of persons, must be filed in the UCC records.

This Instrument is a Security Agreement and Financing Statement as defined in the UCC and may be filed by Agent in appropriate records or tract index. Notwithstanding the filing of a financing statement covering any of the Property in the records normally pertaining to personal property, at Agent's option all of the Property, for all purposes and in all proceedings, legal or equitable, shall be regarded (to the extent permitted by law) as part of the Land, whether or not

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any such item is physically attached to the Land or Improvements. The mention in any such financing statement of any of the Property shall not be construed as in any way altering any of the rights of Agent or adversely affecting the priority of the lien granted hereby or by the Credit Agreement or any other Loan Documents, but such mention in the financing statement is hereby declared to be for the protection of Agent in the event any court shall at any time hold that notice of the priority of interest of Agent, to be effective against any third party, must be filed in the UCC records. This Instrument constitutes a fixture filing under the UCC. The Mortgagor hereby authorizes Agent to file financing statements and any amendments thereto, as Agent may deem necessary to perfect such interest or right in its favor.

(b) Mortgagor warrants that (i) Mortgagor's (that is, "Debtor's") correct legal name (including, without limitation, punctuation and spacing) indicated on the public record of Mortgagor's jurisdiction of organization, identity or corporate structure, residence or chief executive office and jurisdiction of organization are as set forth in Subsection 1.10(c) hereof; (ii) Mortgagor (that is, "Debtor") has been using or operating under said name, identity or corporate structure without change for the time period set forth in Subsection 1.10(c) hereof, and (iii) the location of the tangible Personal Property secured by this Instrument is upon the Land (except that the books and records related to the Property may be stored and maintained at another site). Mortgagor covenants and agrees that Mortgagor shall not change any of the matters addressed by clauses (i) or (ii) of this Subsection 1.10(b) unless it has given Agent thirty (30) days prior written notice of any such change and Mortgagor authorizes Agent to file such additional financing statements or other instruments in such jurisdictions as Agent may deem necessary or advisable in its sole discretion to prevent any filed financing statement from becoming misleading or losing its perfected status.

(c) The information contained in this Subsection 1.10(c) is provided in order that this Instrument shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Illinois, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party", the identity or corporate structure, jurisdiction of organization, organizational number, and residence or chief executive office of "Debtor", and the time period for which "Debtor" has been using or operating under said name and identity or corporate structure without change, are as set forth in Schedule 1 of Exhibit "C" attached hereto and by this reference made a part hereof; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor", are as set forth in Schedule 2 of Exhibit "C" attached hereto; and a statement indicating the types, or describing the items, of Personal Property secured by this Instrument is set forth hereinabove.

(d) Exhibit "C" correctly sets forth all names and tradenames that Mortgagor has used within the last five years, and also correctly sets forth the locations of all of the chief executive offices of Mortgagor over the last five years.

(e) The Mortgagor hereby covenants and agrees that:

(1) Mortgagor shall not merge or consolidate into, or transfer any of the Property to, any other person or entity except as permitted under the Credit Agreement.

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(2) Mortgagor shall, at any time and from time to time, take such steps as Agent may reasonably request for Agent (A) to use commercially reasonable efforts to obtain an acknowledgment, in form and substance reasonably satisfactory to Agent, of any bailee having possession of any of the Property, stating that the bailee holds possession of such Property on behalf of Agent, (B) to obtain "control" of any investment property, letter-of-credit rights, or electronic chattel paper (as such terms are defined by the UCC with corresponding provisions thereof defining what constitutes "control" for such items of collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to Agent, and (C) otherwise to insure the continued perfection and priority of the Agent's security interest in any of the Property and of the preservation of its rights therein. If Mortgagor shall at any time, acquire a "commercial tort claim" (as such term is defined in the UCC) with respect to the Property or any portion thereof, Mortgagor shall promptly notify Agent thereof in writing, providing a reasonable description and summary thereof, and shall execute a supplement to this Instrument in form and substance acceptable to Agent granting a security interest in such commercial tort claim to Agent.

(3) Mortgagor hereby authorizes Agent, its counsel or its representative, at any time and from time to time, to file financing statements, amendments and continuations that describe or relate to the Property or any portion thereof in such jurisdictions as Agent may deem necessary or desirable in order to perfect the security interests granted by Mortgagor under this Instrument or any other Loan Document, and such financing statements may contain, among other items as Agent may deem advisable to include therein, the federal tax identification number of Mortgagor.

(4) Mortgagor shall not license, lease, sell or otherwise transfer any of the general intangibles to any third party during the term of this Instrument and the Credit Agreement without the prior written consent of the Agent (which consent may be withheld in the Agent's sole discretion); and the Mortgagor will continue to use all trademarks, service marks and trade names in a consistent manner and shall take all commercially reasonable steps to properly maintain any formal registrations on the general intangibles that are material to the value or operation of the Property, and to defend and enforce them, for the term of this Instrument and the Credit Agreement.

1.11 Further Assurances; After-Acquired Property. At any time and from time to time, upon request by Agent, Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to Agent and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall reasonably be deemed desirable by Agent, any and all such other and further deeds of trust, security agreements, financing statements, notice filings, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Agent, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligation of Mortgagor under the Guaranty, this Instrument, the other Loan Documents and the Hedge Documents and (b) this Instrument as a first and prior lien upon and security interest in and to all of the Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor so to do, Agent may make, execute, record, file, re-record and/or refile any and all such deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Mortgagor and

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Mortgagor hereby irrevocably appoints Agent the agent and attorney-in-fact of Mortgagor so to do. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Property or any part thereof.

1.12 Expenses. Mortgagor will pay or reimburse Agent, upon demand therefor, for all reasonable attorney's fees, costs and expenses incurred by Agent in any suit, action, legal proceeding or dispute of any kind in which Lenders, Agent or the holders of the Hedge Obligations is made a party or appears as party plaintiff or defendant, affecting or arising in connection with the Secured Obligations secured hereby, this Instrument or the interest created herein, or the Property, including, but not limited to, the exercise of the power of sale contained in this Instrument, any condemnation action involving the Property or any action to protect the security hereof; and any such amounts paid by Lenders, Agent or the holders of the Hedge Obligations shall be added to the Secured Obligations secured by the lien of this Instrument.

1.13 Subrogation. Agent shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Secured Obligations secured hereby.

1.14 Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Instrument, the Guaranty, the Credit Agreement, the Notes or any other Loan Document or any Hedge Document, at the time performance of such provision shall be due, shall be subject to the defense of usury or otherwise transcend or violate applicable law concerning interest or other charges, then ipso facto the obligation to be fulfilled shall be reduced to the limit, so that in no event shall any exaction be possible under this Instrument, the Guaranty, the Notes, the Credit Agreement, any other Loan Document or any Hedge Document be subject to the defense of usury or otherwise transcend or violate applicable law concerning interest or other charges that is in excess of the current limit, but such obligation shall be fulfilled to the maximum limit permitted. The provisions of this Section 1.14 shall control every other provision of this Instrument, the Guaranty, the Notes, the Credit Agreement or any other Loan Document or any Hedge Document.

1.15 Conveyance of Property. Mortgagor hereby acknowledges to Agent that (a) the identity and expertise of Mortgagor was and continues to be a material circumstance upon which Agent has relied in connection with, and which constitute valuable consideration to Agent for, the extending to Borrower of the loans and other extensions of credit evidenced by the Notes and Credit Agreement, and (b) any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Secured Obligations granted to Agent by this Instrument. Mortgagor therefore covenants and agrees with Agent, as part of the consideration for the extending to Borrower of the loans evidenced by the Notes, that Mortgagor shall not sell, convey or otherwise transfer any interest in the Property (whether voluntarily or by operation of law), or agree to do so, without the Agent's prior written consent, including (a) any sale, conveyance, encumbrance, assignment, or other transfer of (including installment land sale contracts), or the grant of a security interest in, all or any part of the legal or equitable title to the Property, except as otherwise permitted hereunder; (b) any lease of all or any portion of the Property; or (c) any sale, conveyance, encumbrance, assignment, or other transfer of, or the grant of a security interest in, any share of stock of the Mortgagor, if a corporation or any partnership interest in the Mortgagor, if a partnership, or any membership interest, if a limited liability entity,

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except in favor of the Agent. Any default under this Section shall cause an immediate acceleration of the Secured Obligations without any demand by the Agent.

ARTICLE 2

2.01 Events of Default. The terms "Default" and "Event of Default" as used herein shall have the following meanings:

"Default" shall mean any event which, with the giving of notice or the lapse of time, or both, would become an Event of Default.

"Event of Default" shall mean (a) any default in the payment of the obligations of Mortgagor hereunder or of Borrower or any other Guarantor under any of the other Loan Documents when the same shall become due and payable which is not cured within any grace or notice and cure period provided in the Credit Agreement or such other Loan Documents, if any, subject to any limitations in the Credit Agreement on the right of Mortgagor, Borrower or any other Guarantor to receive notices of default, or (b) any default in the performance of any other obligations of Mortgagor hereunder which is not cured within any grace or cure period provided in the Credit Agreement (it being acknowledged by Mortgagor that no such cure period is provided with respect to a failure to maintain insurance as required in Section 1.05, any default under Section 1.08, any default under Section 1.15, or any default excluded from any provision for a grace period or cure of defaults contained in the Credit Agreement, the Security Documents (as defined in the Credit Agreement) or any other agreement evidencing or securing the Secured Obligations), or (c) any representation or warranty of Mortgagor hereunder proving to be false or incorrect in any material respect upon the date when made or deemed to have been repeated, or (d) any default in the performance of the obligations of Mortgagor or Borrower or any other Person under any of the Security Documents beyond the expiration of any applicable notice and cure period, (e) the occurrence of any "Event of Default" under the Credit Agreement or any other Loan Document, (f) any amendment to or termination of a financing statement naming Mortgagor as debtor and Agent as secured party, or any correction statement with respect thereto, is filed in any jurisdiction by, or caused by, or at the instance of Mortgagor or by, or caused by, or at the instance of any principal, member, general partner or officer of Mortgagor (collectively, "Mortgagor Party") without the prior written consent of Agent; or (g) in the event that any amendment to or termination of a financing statement naming Mortgagor as debtor and Agent as secured party, or any correction statement with respect thereto, is filed in any jurisdiction by any party other than a Mortgagor Party or Agent or Agent's counsel without the prior written consent of Agent, failure by Mortgagor, within fifteen (15) days after notice to Mortgagor thereof (or such longer period as Agent may agree to in writing) (i) to deliver to Agent UCC financing statement searches of the appropriate jurisdiction(s) or other evidence reasonably satisfactory to Agent that no other liens or security interests (except for such, if any, as constitute Permitted

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Encumbrances hereunder) have been filed against any of the Property, (ii) to authorize, and execute any documents reasonably requested by Agent to evidence authorization of, the filing of any new financing statements, amendments or acknowledgements with respect to the affected financing statement deemed necessary by Agent to restore Agent's lien priority, and (iii) to execute any acknowledgement or other document reasonably requested by Agent to acknowledge and evidence the termination or nullification of such unauthorized amendment, termination or correction statement.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire Secured Obligations secured hereby shall, at the option of Agent and as permitted by the terms of the Credit Agreement, immediately become due and payable without notice or demand except as required by law, time being of the essence of this Instrument. The Agent may (i) institute and maintain an action of mortgage foreclosure against the Property and the interests of the Mortgagor therein, (ii) institute and maintain an action on any instruments evidencing the Secured Obligations or any portion thereof, and (iii) take such other action at law or in equity for the enforcement of the Credit Agreement or any of the Loan Documents as the law may allow, and in each such action the Agent shall be entitled to all costs of suit and attorneys fees.

2.03 Right to Enter and Take Possession.

(a) If an Event of Default shall have occurred and be continuing, Mortgagor, upon demand of Agent, shall forthwith surrender to Agent the actual possession of the Property, and if and to the extent permitted by law, Agent itself, or by such officers or agents as it may appoint, may enter and take possession of all the Property (or such portion or portions as Agent may select) without the appointment of a receiver, or an application therefor, and may exclude Mortgagor and its agents and employees wholly therefrom, and may have joint access with Mortgagor to the books, papers and accounts of Mortgagor.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Agent, Agent may obtain a judgment or decree conferring upon Agent the right to immediate possession or requiring Mortgagor to deliver immediate possession of the Property to Agent. Mortgagor will pay to Agent, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Agent, its attorneys and agents; and all such expenses and compensation shall, until paid, be secured by the lien of this Instrument.

(c) Upon every such entering upon or taking of possession, Agent may hold, store, use, operate, manage and control the Property and conduct the business thereof and, from time to time, (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Property insured; (iii) lease, manage and operate the Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Agent, all as Agent from time to time may determine to be in its best

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interest. Agent may collect and receive all the rents, issues, profits and revenues from the Property, including those past due as well as those accruing thereafter, and, after deducting (1) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (3) the cost of such insurance; (4) such taxes, assessments and other similar charges as Agent may at its option pay; (5) other proper charges upon the Property or any part thereof; and (6) the reasonable compensation, expenses and disbursements of the attorneys and agents of Agent, Agent shall apply the remainder of the monies and proceeds so received by Agent in accordance with Section 12.5 of the Credit Agreement. Agent shall have no obligation to discharge any duties of a landlord to any tenant or to incur any liability as a result of any exercise by Agent of any rights under this Instrument or otherwise. Agent shall not be liable for any failure to collect rents, issues, profits and revenues from the Property, nor shall Agent be liable to account for any such rents, issues, profits or revenues unless actually received by Agent.

(d) Whenever all that is due upon the Secured Obligations and under any of the terms, covenants, conditions and agreements of this Instrument shall have been paid, the Lenders have no obligation to make further Loans and the Issuing Lender has no further obligation to issue Letters of Credit, and all Events of Default cured, Agent shall surrender possession of the Property to Mortgagor, its successors or assigns. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

2.04 Performance by Agent. If there shall be a Default (other than a Default that relates to an obligation Mortgagor has only to Agent or the Lenders under the Loan Documents, and not to any other third party) or Event of Default in the payment, performance or observance of any term, covenant or condition of this Instrument, Agent may, so long as such Default (other than a Default that relates to an obligation Mortgagor has only to Agent or the Lenders under the Loan Documents, and not to any other third party) or Event of Default continues, at its option, pay, perform or observe the same, and all payments made or costs or expenses incurred by Agent in connection therewith, shall be secured hereby and shall be, upon demand, immediately repaid by Mortgagor to Agent with interest thereon at the Default Rate; provided, unless Agent reasonably believes that a delay in taking action under this Section 2.04 could reasonably be expected to have a material and adverse affect on the value of the Property, Agent and Lenders agree not to take any action following a Default (as opposed to an Event of Default) until Agent has provided Mortgagor written notice of an action by Agent or Lenders pursuant to this Section 2.04, and Mortgagor fails to commence the requested action within five (5) business days after notice and diligently pursue such action to completion. Agent shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Agent is hereby empowered to enter and to authorize others to enter upon the Land or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor.

2.05 Receiver. If an Event of Default shall have occurred and be continuing and to the extent permissible under applicable law, Agent, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right without regard to the occupancy or value of any security for the Secured Obligations secured hereby or the solvency of any party bound

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for its payment, to the appointment of a receiver to take possession of and to operate the Property (or such portion or portions as Agent may select) and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have the right to take possession and control of the Property or to collect the Revenues, without notice and without regard to the adequacy of the Property to secure the Secured Obligations. A receiver while in possession of the Property shall have the right to make repairs and to make improvements necessary or advisable in its or his opinion to preserve the Property, or to make and keep them rentable to the best advantage, and the Agent may advance moneys to a receiver for such purposes. Any moneys so expended or advanced by the Agent or by a receiver shall be added to and become a part of the Secured Obligations secured by this Instrument. Mortgagor will pay to Agent upon demand all reasonable expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 2.05, and all such expenses shall be secured by this Instrument.

2.06 Enforcement.

(a) If an Event of Default shall have occurred and be continuing, Agent, at its option, may effect the foreclosure of this Instrument by selling the Property (or such portion or portions thereof as the Agent may select) at public auction at such time and place and upon such terms and conditions as may be required or permitted by applicable law, after having published notice in the manner required by applicable law. At any foreclosure sale, such portion of the Property as is offered for sale may, at the Agent's option, be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshalling.

(b) If an Event of Default shall have occurred and be continuing, Agent may, in addition to and not in abrogation of the rights covered under subparagraph (a) of this Section 2.06, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Secured Obligations or the performance of any term, covenant, condition or agreement of this Instrument or any other right, and (ii) to pursue any other remedy available to it, all as Agent shall determine most effectual for such purposes.

2.07 Purchase by Agent. Upon any foreclosure sale, Agent, on behalf of the Lenders and the holders of the Hedge Obligations, may bid for and purchase the Property and shall be entitled to apply all or any part of the Secured Obligations secured hereby as a credit to the purchase price.

2.08 Application of Proceeds of Sale. The proceeds received by Agent as a result of the foreclosure sale of the Property or the exercise of any other rights or remedies hereunder shall be applied in the manner provided for in Section 12.5 of the Credit Agreement.

2.09 Mortgagor as Tenant Holding Over. In the event of any such foreclosure sale by Agent, Mortgagor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

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2.10 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that in case of a Default or Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension, homestead, exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Instrument, or the absolute sale of the Property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof.

2.11 Waiver of Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Property as against the collection of the Secured Obligations, or any part hereof.

2.12 Leases; Licensees. Agent, at its option, is authorized to foreclose this Instrument subject to the rights of any tenants and licensees of the Property, and the failure to make any such tenants or licensees parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Mortgagor to be a defense to any proceedings instituted by Agent to collect the sums secured hereby.

2.13 Discontinuance of Proceedings and Restoration of the Parties. In case Agent shall have proceeded to enforce any right, power or remedy under this Instrument by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to Agent, then and in every such case Mortgagor and Agent shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Agent shall continue as if no such proceeding had been taken.

2.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Agent by this Instrument is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and may be exercised against Mortgagor as Agent may select and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.15 Waiver.

(a) No delay or omission of Agent, any Lender or any holder of the Hedge Obligations to exercise any right, power or remedy accruing upon any Default or Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default or Event of Default, or acquiescence therein; and every right, power and remedy given by this Instrument to Agent may be exercised from time to time and as often as may be deemed expedient by Agent. No consent or waiver, expressed or implied, by Agent to or of any Default or Event of Default by Mortgagor in the performance of the obligations thereof hereunder shall be deemed or construed to be a consent or waiver to or of any other Default or Event of Default in the performance of the same or any other obligations of Mortgagor

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hereunder. Failure on the part of Lenders or any holder of the Hedge Obligations to complain of any act or failure to act or to declare a Default or Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by any Lender or any holder of the Hedge Obligations of its rights hereunder or impair any rights, powers or remedies consequent on any Default or Event of Default by Mortgagor.

(b) If Lenders or Agent on behalf of the Lenders, or any holder of the Hedge Obligations (i) grant forbearance or an extension of time for the payment of any sums secured hereby; (ii) take other or additional security for the payment of any sums secured hereby; (iii) waive or do not exercise any right granted herein or in the Notes, the Credit Agreement or any other Loan Document or any Hedge Document; (iv) release any part of the Property from the lien of this Instrument or otherwise change any of the terms, covenants, conditions or agreements of the Notes, this Instrument, any other Loan Document or any Hedge Document; (v) consent to the filing of any map, plat or replat affecting the Property; (vi) consent to the granting of any easement or other right affecting the Property; or (vii) make or consent to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Notes, the Credit Agreement, the Guaranty, this Instrument or any other obligation of Mortgagor, or any subsequent purchaser of the Property or any part thereof, or any maker, co signer, endorser, surety or guarantor; nor shall any such act or omission preclude Agent from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default; nor, except as otherwise expressly provided in an instrument or instruments executed by Agent, shall the lien of this Instrument be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Agent, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Obligations secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

2.16 Suits to Protect the Property. Agent shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or in violation of this Instrument, (b) to preserve or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lenders or the holders of the Hedge Obligations.

2.17 Agent May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Mortgagor, its creditors or its property, Agent, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Agent, Lenders and the holders of the Hedge Obligations allowed in such proceedings for the entire amount due and payable by Mortgagor under this Instrument at the date of the institution of such proceedings and for any additional amount which may become due and payable by Mortgagor hereunder after such date.

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2.18 WAIVER OF MORTGAGOR'S RIGHTS. BY EXECUTION OF THIS INSTRUMENT, MORTGAGOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF AGENT, LENDERS AND/OR THE HOLDERS OF THE HEDGE OBLIGATIONS TO ACCELERATE THE SECURED OBLIGATIONS WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS INSTRUMENT OR BY LAW; (B) TO THE FULL EXTENT PERMITTED BY LAW, WAIVES ANY AND ALL RIGHTS WHICH MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY AGENT OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO AGENT, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE PROVIDED IN THIS INSTRUMENT OR BY APPLICABLE LAW; (C) ACKNOWLEDGES THAT MORTGAGOR HAS READ THIS INSTRUMENT AND THE OTHER LOAN DOCUMENTS AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF THIS INSTRUMENT AND THE OTHER LOAN DOCUMENTS AND THEIR PROVISIONS HAVE BEEN EXPLAINED FULLY TO MORTGAGOR AND MORTGAGOR HAS CONSULTED WITH COUNSEL OF MORTGAGOR'S CHOICE PRIOR TO EXECUTING THIS INSTRUMENT; AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF MORTGAGOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY MORTGAGOR AS PART OF A BARGAINED FOR LOAN TRANSACTION.

2.19 Claims Against Agent and Lenders and the Holders of the Hedge Obligations. No action at law or in equity shall be commenced, or allegation made, or defense raised, by Mortgagor against Agent, the Lenders or any holder of the Hedge Obligations for any claim under or related to this Instrument, the Notes, the Credit Agreement, the Guaranty or any other instrument, document, transfer, conveyance, assignment or loan agreement given by Mortgagor with respect to the Secured Obligations secured hereby, or related to the conduct of the parties thereunder, unless written notice of such claim, expressly setting forth the particulars of the claim alleged by Mortgagor, shall have been given to Agent within sixty (60) days from and after the initial awareness of Mortgagor of the event, omission or circumstances forming the basis of Mortgagor for such claim. Any failure by Mortgagor to timely provide such written notice to Agent shall constitute a waiver by Mortgagor of such claim.

2.20 Marshalling and Other Matters. Mortgagor hereby waives, to the extent permitted by law, the benefit of all, stay, extension, reinstatement, and similar laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Notwithstanding anything contained in this paragraph to the contrary, if Agent for the benefit of the Lenders and the holders of the Hedge Obligations elects to foreclose this Instrument by judicial proceedings, appraisal of the Property may be waived or not waived at Agent's option, and such option can be exercised at or prior to the time judgment is rendered in any judicial foreclosure hereof.

2.21 Indemnification; Subrogation; Waiver of Offset.

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(a) Mortgagor shall indemnify, defend and hold Agent, the Lenders and the holders of the Hedge Obligations harmless for, from and against any and all liability, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including Agent's reasonable attorneys' fees, together with reasonable appellate counsel fees, if any) of whatever kind or nature which may be asserted against, imposed on or incurred by Agent, the Lenders or the holders of the Hedge Obligations in connection with the Secured Obligations, this Instrument, the Property, or any part thereof, or the exercise by Agent of any rights or remedies granted to it under this Instrument; provided, however, that nothing herein shall be construed to obligate Mortgagor to indemnify, defend and hold harmless Agent, the Lenders or the holders of the Hedge Obligations for, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses asserted against, imposed on or incurred by Agent or a Lender by reason of such Person's willful misconduct or gross negligence if a judgment is entered against Agent, a Lender or a holder of a Hedge Obligation by a court of competent jurisdiction after the expiration of all applicable appeal periods.

(b) If Agent or a Lender or a holder of a Hedge Obligation is made a party defendant to any litigation or any claim is threatened or brought against Agent, a Lender or a holder of a Hedge Obligation concerning the Secured Obligations, this Instrument, the Property, or any part thereof, or any interest therein, or the construction, maintenance, operation or occupancy or use thereof, then Mortgagor shall indemnify, defend and hold such Person harmless for, from and against all liability by reason of said litigation or claims, including reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by such Person in any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment; provided, however, that nothing in this Section 2.21(b) shall be construed to obligate Mortgagor to indemnify, defend and hold harmless Agent, a Lender or a holder of a Hedge Obligation for, from and against any and all liabilities or claims imposed on or incurred by such Person by reason of such Person's willful misconduct or gross negligence if a judgment is entered against such Person by a court of competent jurisdiction after expiration of all applicable appeal periods. If Agent commences an action against Mortgagor to enforce any of the terms hereof or to prosecute any breach by Mortgagor of any of the terms hereof or to recover any sum secured hereby, Mortgagor shall pay to Agent its reasonable attorneys' fees (together with reasonable appellate counsel, fees, if any) and expenses. The right to such attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Instrument, Agent may engage the services of an attorney or attorneys to protect its rights hereunder, and in the event of such engagement following any breach by Mortgagor, Mortgagor shall pay Agent reasonable attorneys' fees (together with reasonable appellate counsel fees, if any) and expenses incurred by Agent, whether or not an action is actually commenced against Mortgagor by reason of such breach. All references to "attorneys" in this Subsection and elsewhere in this Instrument shall include without limitation any attorney or law firm engaged by Agent and Agent's in-house counsel, and all references to "fees and expenses" in this Subsection and elsewhere in this Instrument shall include without limitation any fees of such attorney or law firm and any allocation charges and allocation costs of Agent's in-house counsel.

(c) A waiver of subrogation shall be obtained by Mortgagor from its insurance carrier and, consequently, Mortgagor waives any and all right to claim or recover

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against Agent, the Lenders, the holders of the Hedge Obligations and each of their respective officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Instrument.

(d) ALL SUMS PAYABLE BY MORTGAGOR HEREUNDER SHALL BE PAID WITHOUT NOTICE (EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN), DEMAND, COUNTERCLAIM, SETOFF, DEDUCTION OR DEFENSE AND WITHOUT ABATEMENT, SUSPENSION, DEFERMENT, DIMINUTION OR REDUCTION, AND THE SECURED OBLIGATIONS AND LIABILITIES OF MORTGAGOR HEREUNDER SHALL IN NO WAY BE RELEASED, DISCHARGED OR OTHERWISE AFFECTED BY REASON OF: (I) ANY DAMAGE TO OR DESTRUCTION OF OR ANY CONDEMNATION OR SIMILAR TAKING OF THE PROPERTY OR ANY PART THEREOF; (II) ANY RESTRICTION OR PREVENTION OF OR INTERFERENCE WITH ANY USE OF THE PROPERTY OR ANY PART THEREOF; (III) ANY TITLE DEFECT OR ENCUMBRANCE OR ANY EVICTION FROM THE LAND OR THE IMPROVEMENTS ON THE LAND OR ANY PART THEREOF BY TITLE PARAMOUNT OR OTHERWISE; (IV) ANY BANKRUPTCY, INSOLVENCY, REORGANIZATION, COMPOSITION, ADJUSTMENT, DISSOLUTION, LIQUIDATION, OR OTHER LIKE PROCEEDING RELATING TO AGENT, THE LENDERS OR ANY HOLDER OF THE HEDGE OBLIGATIONS, OR ANY ACTION TAKEN WITH RESPECT TO THIS INSTRUMENT BY AGENT OR BY ANY RECEIVER OF AGENT, OR BY ANY COURT, IN SUCH PROCEEDING; (V) ANY CLAIM WHICH MORTGAGOR HAS, OR MIGHT HAVE, AGAINST AGENT, THE LENDERS OR ANY HOLDER OF THE HEDGE OBLIGATIONS; (VI) ANY DEFAULT OR FAILURE ON THE PART OF AGENT, THE LENDERS OR ANY HOLDER OF THE HEDGE OBLIGATIONS TO PERFORM OR COMPLY WITH ANY OF THE TERMS HEREOF OR OF ANY OTHER AGREEMENT WITH MORTGAGOR; OR (VII) ANY OTHER OCCURRENCE WHATSOEVER, WHETHER SIMILAR OR DISSIMILAR TO THE FOREGOING, WHETHER OR NOT MORTGAGOR SHALL HAVE NOTICE OR KNOWLEDGE OF ANY OF THE FOREGOING. MORTGAGOR WAIVES ALL RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO ANY ABATEMENT, SUSPENSION, DEFERMENT, DIMINUTION, OR REDUCTION OF ANY SUM SECURED HEREBY AND PAYABLE BY MORTGAGOR.

2.22 Revolving Credit/Future Advance. This Instrument secures Secured Obligations which may provide for a variable rate of interest and portions of the Secured Obligations are revolving credit advances and other future advances, whether such advances are obligatory or otherwise. Advances under the Notes are subject to the terms and provisions of the Credit Agreement and the other Security Documents. Mortgagor acknowledges that the Secured Obligations may increase or decrease from time to time and that if the outstanding balance of the Secured Obligations is ever repaid to zero the security title and security interest created by this Instrument shall not be deemed released or extinguished by operation of law or implied intent of the parties. This Instrument shall remain in full force and effect as to any further advances under the Credit Agreement made after any such zero balance until the Secured Obligations are paid in full, all agreements to make further advances or issue letters of credit have been terminated and this Instrument has been canceled of record. Mortgagor waives the operation of any applicable statutes, case law or regulation having a contrary effect.

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2.23 Rejection of Leases. In the event a tenant under any Lease should be the subject of any proceeding under the Federal Bankruptcy Act (Title 11 U.S.C.) or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Mortgagor covenants and agrees that if any Lease that covers 25,000 square feet or more of the Property (a "Major Lease") is so rejected, no settlement for damages shall be made without prior written consent of the Agent, and any check in payment of damages in respect of such Major Lease for rejection of any Major Lease will be made payable both to the Mortgagor and Agent. The Mortgagor hereby assigns any such payment to the Agent and further covenants and agrees that upon the request of the Agent, it will duly endorse to the order of the Agent any check, the proceeds of which will be applied to whatever portion of the indebtedness secured hereby and by the Security Documents which the Agent may elect.

2.24 Covenant to Perform under Leases. Mortgagor covenants with Agent that Mortgagor (a) shall observe and perform all the obligations imposed upon the lessor under the Leases and, subject to Section 7.13 of the Credit Agreement, shall not do or permit to be done anything to impair the value of the Leases as security for the Secured Obligations; (b) shall use commercially reasonable efforts to enforce the performance and observance of the obligations of the other parties to the Leases to be performed thereunder consistent with the provisions of the Credit Agreement; (c) will appear in and defend any action arising out of, or in any manner connected with, any of the Leases, or the obligations or liabilities of Mortgagor as the landlord, lessor or licensor thereof, or any tenant, lessee, licensee or any guarantor thereunder; (d) shall not collect any Revenues more than one (1) month in advance; (e) shall not execute any other assignment of lessor's interest in the Leases or the Revenues; (f) shall execute and deliver at the request of Agent all such further assurances, confirmations or assignments in connection with the Property as Agent shall from time to time reasonably require; and (g) shall deliver to Agent executed copies of all Leases required to be delivered to Agent pursuant to the terms of the Credit Agreement.

ARTICLE 3

3.01 Successors and Assigns. This Instrument shall inure to the benefit of and be binding upon Mortgagor, Fee Owner, Operating Lessee and Agent and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Instrument to Mortgagor, Fee Owner, Operating Lessee or Agent such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Mortgagor, Fee Owner, Operating Lessee or Agent.

3.02 Terminology. All personal pronouns used in this Instrument whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Instrument itself, and all references herein to Articles, Sections or subsections thereof, shall refer to the corresponding Articles, Sections or subsections thereof, of this Instrument unless specific reference is made to such Articles, Sections or subsections thereof of another document or instrument.

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3.03 Severability. If any provision of this Instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Instrument and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. This Instrument will be governed by the substantive laws of the State of Illinois, without giving effect to its principles of choice of law or conflicts of law (except with respect to choice of law or conflicts of law provisions of its Uniform Commercial Code), and the laws of the United States applicable to transactions in the State of Illinois. Should any obligation or remedy under this Instrument be invalid or unenforceable pursuant to the laws provided herein to govern, the laws of any other state referred to herein or of another state whose laws can validate and apply thereto shall govern.

3.05 Notices. Except as otherwise provided herein, any notice or other communication required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered if given and delivered as provided in the Guaranty if given to Mortgagor or as provided in the Credit Agreement if given to Agent.

3.06 Conflict with Credit Agreement Provisions. Mortgagor hereby acknowledges and agrees that, in the event of any conflict between the terms hereof and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

3.07 Assignment. This Instrument is assignable by Agent, and any assignment hereof by Agent shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Agent.

3.08 Time of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Mortgagor under this instrument, and any and all other Loan Documents to which Mortgagor is a party.

3.09 Mortgagor. Unless the context clearly indicates otherwise, as used in this Instrument, "Mortgagor" means the mortgagors named in recitals hereof or any of them. The obligations of Mortgagor hereunder shall be joint and several. If any Mortgagor, or any signatory who signs on behalf of any Mortgagor, is a corporation, partnership or other legal entity, Mortgagor represents and warrants to Agent that this instrument is executed, acknowledged and delivered by Mortgagor's duly authorized representatives.

3.10 No Waiver of Remedies. Agent may resort to any remedies and the security given by the Guaranty, this Instrument or the other Loan Documents in whole or in part, and in such portions and in such order as determined by Agent's sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by the Guaranty, this Instrument or any of the other Loan Documents. The failure of Agent to exercise any right, remedy or option provided in the Guaranty, this Instrument or any of the other Loan Documents shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by the Guaranty, this Instrument or the other Loan Documents. No acceptance by Agent of any payment after the occurrence of any Event of Default and no payment by Agent of any obligation for which Mortgagor is liable hereunder shall be deemed to

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waive or cure any Event of Default with respect to Mortgagor's liability to pay such obligation. No sale of all or any portion of the Property, no forbearance on the part of Agent, and no extension of time for the payment of the whole or any portion of the Secured Obligations or any other indulgence given by Agent to Mortgagor, shall operate to release or in any manner affect the interest of Agent or any Lender in the remaining Property or the liability of Mortgagor to pay the Secured Obligations or the liability of Mortgagor under the Guaranty. No waiver by Agent shall be effective unless it is in writing and then only to the extent specifically stated. All costs and expenses of Agent and Lenders in exercising their rights and remedies under this Instrument (including reasonable attorneys' fees and disbursements to the extent permitted by law), shall be paid by Mortgagor immediately upon notice from Agent, and such costs and expenses shall constitute a portion of the Secured Obligations and shall be secured by this Instrument. The interests and rights of Agent or any Lender under the Guaranty, this Instrument or in any of the other Loan Documents shall not be impaired by any indulgence, including (i) any renewal, extension or modification which Agent or any Lender may grant with respect to any of the Secured Obligations, (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Agent or any Lender may grant with respect to the Property or any portion thereof; or (iii) any release or indulgence granted to any maker, endorser, guarantor or surety of any of the Secured Obligations.

3.11 Place of Payment; Forum; Waiver of Jury Trial. All Secured Obligations which may be owing hereunder at any time by Borrower or Mortgagor shall be payable at the place designated in the Credit Agreement (or if no such designation is made, at the address of Agent indicated at the end of this Instrument). Mortgagor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the non-exclusive jurisdiction of any state court, or any United States federal court, sitting in the county in which the Secured Obligations are payable, and to the non-exclusive jurisdiction of any state court or any United States federal court sitting in the state in which any of the Property is located, over any suit, action or proceeding arising out of or relating to this Instrument or the Secured Obligations. Mortgagor hereby irrevocably waives, to the fullest extent permitted by law, any objection that Mortgagor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Mortgagor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding may be made by certified or registered mail, return receipt requested, directed to Mortgagor at its address stated in the first paragraph of this Instrument, or at a subsequent address of Mortgagor of which Agent received actual notice from Mortgagor in accordance with the Credit Agreement, and service so made shall be completed five (5) days after the same shall have been so mailed. Nothing herein shall affect the right of Agent to serve process in any manner permitted by law or limit the right of Agent to bring proceedings against Mortgagor in any other court or jurisdiction. **TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS INSTRUMENT OR ANY OTHER LOAN DOCUMENT.**

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ARTICLE 4 - STATE SPECIFIC PROVISIONS

4.01 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 4 and the terms and conditions of this Instrument, the terms and conditions of this Article 4 shall control and be binding.

4.02 Illinois State-Specific Provisions.

With respect to the Loan, notwithstanding anything contained herein to the contrary:

(a) Among other Secured Obligations, Mortgagor represents and warrants that the amounts secured by this Instrument will be used for the purposes specified in Paragraph 815 ILCS 205/4(1)(c), and that the obligations secured hereby constitute a "business loan" within the purview of said paragraph and that Loan is "a loan secured by a mortgage on real estate" within the purview and operation of Section 815 ILCS 205/4(1)(l);

(b) Among other Secured Obligations, this Instrument is given to secure a revolving credit facility and secures not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Agent or Lenders, or otherwise, and whether such advances are made before, during or after the pendency of any proceedings to foreclose the lien of this Instrument or otherwise enforce the rights of Agent or Lenders hereunder, as are made within twenty (20) years from the date of this Instrument, to the same extent as if such future advances were made on the date of the execution of this Instrument. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at one time shall not exceed, Five Hundred Twenty Million and No/100 Dollars (\$520,000,000.00) plus interest, and any disbursements made for the payment of taxes, levies or insurance on the property encumbered by this Instrument, with interest on such disbursements at the rate provided in the Credit Agreement. The provisions of this paragraph shall not be construed to imply any obligation on Agent or Lenders to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of Agent or Lenders, as the case may be. Any reference in the Loan Documents (as defined in the Credit Agreement) shall be construed to include any future advances pursuant to the Loan Documents (as defined in the Credit Agreement);

(c) Mortgagor hereby waives, to the extent now or hereafter permitted by law, all rights of redemption and reinstatement of this Instrument pursuant to the Act (as hereinafter defined), on behalf of itself and all those taking by, through or under Mortgagor;

(d) In any case where the Illinois Mortgage Foreclosure Act, Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes, as amended (the "Act") may be applicable to this Instrument and in the event that any provision of this Instrument shall be inconsistent with any provision of the Act, the provisions of Act shall take precedence over the provisions of this Instrument, but shall not invalidate or render unenforceable any other provision of this Instrument that can be construed in a manner consistent with Act. If any provision of this Instrument shall grant to Agent or Lenders any rights or remedies upon any occurrence of an Event of Default by Mortgagor which are more limited than the rights that would otherwise be

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vested therein under Act in the absence of said provision, Agent and/or Lenders, as applicable, shall be vested with the rights granted in Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Agent and/or Lenders to the extent reimbursable under Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not encumbered in this Instrument, shall be added to the obligations secured by this Instrument or by judgment of foreclosure;

(e) Mortgagor, on behalf of itself and all persons now or hereafter interested in the Property, voluntarily and knowingly hereby: acknowledges that the transaction of which this Instrument is a part is a transaction which does not include either Agricultural real estate (as defined in the Act), or Residential real estate (as defined in the Act);

(f) The following notice is given pursuant to the Illinois Collateral Protection Act. As used herein, the terms "you" and "your" shall refer to Mortgagor and the terms "we" and "us" shall refer to Agent and Lenders, collectively. UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY YOUR AGREEMENT WITH US, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTERESTS IN YOUR COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT YOUR INTERESTS. THE COVERAGE THAT WE PURCHASE MAY NOT PAY ANY CLAIM THAT YOU MAKE OR ANY CLAIM THAT IS MADE AGAINST YOU IN CONNECTION WITH THE COLLATERAL. YOU MAY LATER CANCEL ANY INSURANCE PURCHASED BY US, BUT ONLY AFTER PROVIDING US WITH EVIDENCE THAT YOU HAVE OBTAINED INSURANCE AS REQUIRED BY OUR AGREEMENT. IF WE PURCHASE INSURANCE FOR THE COLLATERAL, YOU WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES WE MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO YOUR TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE YOU MAY BE ABLE TO OBTAIN ON YOUR OWN; and

(g) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order, judgment or decree of foreclosure of this Instrument, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 and 15-1602, as amended, or other applicable law or replacement statutes.

ARTICLE 5 - COMPLIANCE WITH CREDIT AGREEMENT

5.01 Representations and Warranties. In addition to the representations and warranties made by Mortgagor herein, Mortgagor hereby makes to the Agent and the Lenders the representations and warranties set forth in the Credit Agreement applicable to it, as if it were a party thereto, including, without limitation, those contained in the following sections: Sections

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6.1(c) and (d), 6.2, 6.6, 6.7, 6.8, 6.9, 6.10, 6.12, 6.14, 6.15, 6.16, 6.17, 6.20, 6.23, 6.25, 6.26, 6.27, 6.28, 6.29, 6.30 and 6.32.

5.02 Covenants and Agreements. The Mortgagor covenants and agrees that so long as any Loan or Note is outstanding that Mortgagor shall comply with all of the covenants and agreements set forth in the Credit Agreement applicable to it, as if it were a party thereto, including, without limitation, those contained in the following sections: Sections 7.2, 7.3, 7.4(e), 7.5(a), (b), (c), and (d), 7.6, 7.7 (to the extent required by Section 1.05 hereof), 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.14, 7.16, 7.19, 8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.8, 8.10, 8.12, 8.13, 8.14, 8.15, 18.9, 21 and 25. For purposes of Sections 7.5(a), (b), (c) and (d) of the Credit Agreement, notice given to Agent by Borrower shall satisfy any requirement that Mortgagor deliver notice under the relevant section.

ARTICLE 6 - LEASEHOLD PROVISIONS

6.01 Operating Lessee's Covenants with respect to the Operating Lease.

(a) Operating Lessee shall (i) pay or cause to be paid all rents, additional rents and other sums required to be paid by Operating Lessee as tenant under and pursuant to the provisions of the Operating Lease on or before the date on which such rent or other charge is payable, (ii) diligently perform and observe all of the terms, covenants and conditions of the Operating Lease, as tenant thereunder, to be performed and observed prior to the expiration of any applicable grace period therein provided, (iii) promptly notify Agent of the giving of any notice by Fee Owner, as lessor under the Operating Lease, to Operating Lessee of any default by Operating Lessee as tenant thereunder, and promptly deliver to Agent a true copy of each such notice except, in the case of clauses (i) through (iii) above, for any such defaults or breaches as would not be reasonably expected to have a Material Adverse Effect.

(b) Operating Lessee shall not without Agent's prior written consent (i) surrender the leasehold estate created by the Operating Lease or terminate or cancel the Operating Lease, (ii) modify, change, supplement, alter or amend the Operating Lease, in any material respect, either orally or in writing, in any manner that would have a Material Adverse Effect. Operating Lessee hereby assigns to Agent, as further security for the payment and performance of the Secured Obligations and observance of the terms, covenants and conditions of this Instrument, all of the rights, privileges and prerogatives of Operating Lessee as tenant under the Operating Lease following the occurrence and during the continuance of an Event of Default, to surrender the leasehold estate created by the Operating Lease (or any and all future estate, right to acquire any and all such future estate or any reversionary interests of Operating Lessee in the real property to which the Operating Lease relates) or to terminate, cancel, modify, change, supplement, alter or amend the Operating Lease, and any such surrender of such leasehold estates (or any such right to acquire any future estate or any such reversionary interests) or termination, cancellation, modification, change, supplement, alteration or amendment of the Operating Lease not permitted pursuant to the foregoing terms of this Section 6.01(b) shall be void and of no force or effect.

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(c) If at any time after the occurrence and during the continuance of an Event of Default, Operating Lessee shall default in the performance or observance of any material term, covenant or condition of the Operating Lease to be performed or observed by Operating Lessee, as tenant thereunder, then, without limiting the generality of the other provisions of this Instrument, and without waiving or releasing Operating Lessee from any of its Secured Obligations, Agent shall have the right (and Fee Owner hereby acknowledges and consents to such right) after notice to Fee Owner, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Operating Lease on the part of Operating Lessee, as tenant thereunder, to be performed or observed or to be promptly performed or observed on behalf of Operating Lessee, to the end that the rights of Operating Lessee in, to and under the Operating Lease shall be kept unimpaired and free from default. If Agent shall make any payment or perform any act or take action in accordance with the preceding sentence, Agent will notify Operating Lessee thereof. In any such event, upon the occurrence and during the continuance of an Event of Default, Agent and any Person designated by Agent shall have, and are hereby granted, the right to enter upon the Property at any time and from time to time for the purpose of taking any such action. If Fee Owner shall deliver to Agent a copy of any notice of default sent by Fee Owner to Operating Lessee, as tenant under the Operating Lease, such notice shall constitute full authorization to Agent for any action taken or omitted to be taken by Agent, in good faith, in reliance thereon.

(d) In the event of the bankruptcy, reorganization or insolvency of Operating Lessee, any attempt by Operating Lessee to surrender its leasehold estate, or any portion thereof, under the Operating Lease, or any attempt under such circumstances by Operating Lessee to terminate, cancel or acquiesce in the rejection of the Operating Lease without the consent of Agent shall be null and void. Operating Lessee hereby expressly releases, assigns, relinquishes and surrenders unto Agent all of its right, power and authority to terminate, cancel, acquiesce in the rejection of, modify, change, supplement, alter or amend the Operating Lease in any respect, either orally or in writing, in the event of the bankruptcy, reorganization or insolvency of Operating Lessee, and any attempt on the part of Operating Lessee to exercise any such right without the consent of Agent shall be null and void. Operating Lessee hereby irrevocably appoints Agent as its true and lawful attorney-in-fact, which power of attorney shall be coupled with an interest, for the purpose of exercising its rights pursuant to Section 365(h) of the Bankruptcy Code or any successor to such Section (i) to obtain for the benefit of Operating Lessee or Agent a right to possession or statutory term of years derived from or incident to the Operating Lease, or (ii) to treat the Operating Lease as terminated.

(e) Notwithstanding the rejection of the Operating Lease by Fee Owner, as debtor in possession, or by a trustee for the Fee Owner, pursuant to Section 365 of the Bankruptcy Code, neither the lien of this Instrument nor Agent's rights with respect to the Operating Lease shall be affected or impaired by reason thereof. In the event that Operating Lessee shall remain in possession of the Property following a rejection of the Operating Lease by Fee Owner, as debtor in possession, or by a trustee for Fee Owner, Operating Lessee agrees that it shall not exercise any right of offset against the rent payable under the Operating Lease, pursuant to Section 365(h)(2) of the Bankruptcy Code, or otherwise, without the prior consent of Agent thereto.

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(f) Operating Lessee and Fee Owner agree that, anything in the Operating Lease to the contrary notwithstanding, the terms, covenants and provisions of the Operating Lease and all rights, remedies and options of Operating Lessee and/or Fee Owner thereunder are and shall at all times continue to be unconditionally subject and subordinate in all respects to the Loan Documents and the liens and security interests created thereunder, and all terms, covenants and conditions set forth in this Instrument, and to all renewals, restatements, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured hereby. Anything in the Operating Lease to the contrary notwithstanding, any claim that Operating Lessee may have against Fee Owner by reason of any default or breach of any warranty by Fee Owner under the Operating Lease or any other agreement between Fee Owner and Operating Lessee (an "Operating Lessee Claim"), or to which Fee Owner and are parties, shall be subordinate in payment and in all other respects to any claims that Agent may have against Fee Owner, and Operating Lessee shall pay over to Agent any amounts it may collect or receive in respect of any Operating Lessee Claim (and pending such payment to Agent, shall be deemed to hold the same in trust for Agent) and hereby assigns to Agent the right to receive payment on Operating Lessee Claims, unless and until, in each case, Agent shall have received all amounts due and owing to it under the Loan Documents.

(g) Notwithstanding anything to the contrary herein or in any other Loan Documents or in the Operating Lease, upon conveyance of the Property by foreclosure or deed in lieu of foreclosure, Agent may, at its sole option and regardless of whether Operating Lessee is in default or compliance with the terms of the Operating Lease, terminate the Operating Lease without payment of any termination fee, penalty or other amount, such termination to be effective upon such conveyance or such later date as Agent shall determine in its sole discretion. In addition, upon acceleration of the Loan, Agent may, at its sole option and regardless of whether Operating Lessee is in default or compliance with the terms of the Operating Lease, deliver a termination notice to Mortgagor terminating the Operating Lease without payment of any termination fee, penalty or other amount, such termination to be effective upon the conveyance of the Property by foreclosure or deed in lieu of foreclosure.

6.02 Additional Representations, Warranties and Covenants. Fee Owner and/or Operating Lessee, as set forth below, hereby represents, warrants and covenants that:

(a) Fee Owner represents and warrants that Fee Owner is the owner and holder of the lessor's interest in the Operating Lease.

(b) Operating Lessee represents and warrants that as of the date hereof, the agreements listed on Exhibit D attached hereto are all of the existing agreements relating to the property management agreements to which Operating Lessee is a party (collectively, the "Operating Lease Contracts"). Upon expiration or termination of the Operating Lease for any reason whatsoever (including termination of the Operating Lease absent of a default by Operating Lessee under the Operating Lease), or upon a foreclosure or deed in lieu of foreclosure, Operating Lessee shall assign its rights under the Operating Lease Contracts and any other agreements to which it is a party (to the extent permitted under the terms of the Operating Lease Contracts or such other agreements) to (i) Agent or its designee, in the case of (A) termination of the Operating Lease after a continuing Event of Default and Agent's exercise of

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its rights under this Instrument or (B) a foreclosure or deed in lieu of foreclosure or (ii) at all other times, Fee Owner or its designee reasonably approved by Agent.

(c) Operating Lessee represents and warrants that all personal property of Operating Lessee located at or in any way related to the Property (the "Operating Lease Personalty") is owned by Operating Lessee free and clear of all liens whatsoever other than Permitted Encumbrances. Operating Lessee and Fee Owner acknowledge and agree that upon expiration or termination of the Operating Lease for any reason whatsoever (including termination of the Operating Lease absent of a default by Operating Lessee under the Operating Lease), or upon a foreclosure or deed in lieu of foreclosure, Operating Lessee shall transfer the Operating Lease Personalty to: (i) Agent or its designee, in the case of (A) termination of the Operating Lease after a continuing Event of Default and Agent's exercise of its rights under this Instrument or (B) a foreclosure or deed in lieu of foreclosure, or (ii) at all other times, Fee Owner or its designee reasonably approved by Agent.

(d) Operating Lessee represents and warrants that Operating Lessee has received and reviewed all Loan Documents and shall not operate, or permit the operation of the Property or take any actions or fail to take any actions that would result in an Event of Default under any of the Loan Document, or a default under the Operating Lease and shall comply with all terms and provisions of such Loan Documents as such terms and provisions relate to Operating Lessee.

(e) Operating Lessee represents and warrants that Operating Lessee is duly organized, validly existing and in good standing in the State of Delaware with full power and authority to own its assets and conduct its business, and is duly qualified in the State of Illinois, and Operating Lessee has taken all necessary action to authorize the execution, delivery and performance of this Instrument and has the power and authority to execute, deliver and perform under this Instrument and all the transactions contemplated hereunder.

(f) Operating Lessee represents and warrants that this Instrument has been duly authorized, executed and delivered by Operating Lessee and constitutes a legal, valid and binding obligation of Operating Lessee, enforceable against Operating Lessee in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(g) Operating Lessee represents and warrants that the execution and delivery of this Instrument and the performance by Operating Lessee of its obligations hereunder will not conflict with any provision of any law or regulation to which Operating Lessee is subject, or conflict with, result in a breach of, or constitute a default under, any of the terms, conditions or provisions of any of Operating Lessee's organizational documents or any agreement or instrument to which Operating Lessee is a party or by which it is bound, the breach of which would have a material and adverse effect on Operating Lessee, or any order or decree applicable to Operating Lessee, or result in the creation or imposition of any lien on any of Operating Lessee's assets or property.

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(h) Operating Lessee represents and warrants that there is no action, suit, proceeding or investigation pending or, to Operating Lessee's knowledge, threatened against Operating Lessee in any court or by or before any other governmental authority which would materially and adversely affect the ability of Operating Lessee to carry out the transactions contemplated by this Instrument.

(i) Operating Lessee represents and warrants that Operating Lessee is not in default with respect to any order or decree of any court or any order, regulation or demand of any governmental authority, which default would reasonably be expected to have consequences that would materially and adversely affect the condition (financial or other) or operations of Operating Lessee or its properties or would reasonably be expected to have consequences that would materially and adversely affect its performance hereunder.

(j) Operating Lessee represents and warrants that, to Operating Lessee's knowledge, no consent, approval, authorization or order of any court or governmental authority is required for the execution, delivery and performance by Operating Lessee of or compliance by Operating Lessee with, this Instrument or the consummation of the transactions contemplated hereby, other than those which have been obtained by Operating Lessee.

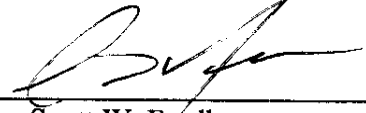
[SIGNATURES ON NEXT PAGE]

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IN WITNESS WHEREOF, Mortgagor has executed this Instrument as of the day and year first above written.

FEE OWNER:

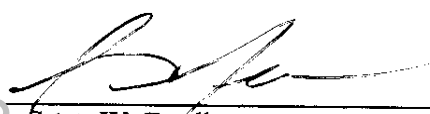
**ONE FINANCIAL PLACE PROPERTY
LLC**, a Delaware limited liability company

By: 
Name: Scott W. Fordham
Title: President & COO

[SEAL]

OPERATING LESSEE:

OFP ILLINOIS SERVICES LLC,
a Delaware limited liability company

By: 
Name: Scott W. Fordham
Title: President & COO

[SEAL]

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STATE OF Texas)
) SS.
 COUNTY OF Dallas)

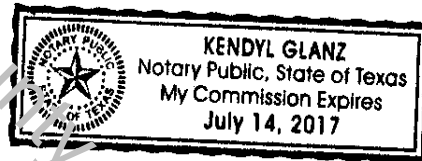
I, Kendyl Glanz, a Notary Public in and for the said County, in the State
 aforesaid, DO HEREBY CERTIFY that Scott Fordham, the
President & COO of ONE FINANCIAL PLACE
 PROPERTY LLC, a Delaware limited liability company, personally known to me to be the same
 person whose name is subscribed to the foregoing instrument, appeared before me this day in
 person, and acknowledged that he signed and delivered the said instrument as his free and
 voluntary act and as the free and voluntary act of the corporation, for the uses and purposes
 therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of December, 2013.

[Signature]
 Notary Public

My Commission Expires:

July 14, 2017



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STATE OF Texas)
) SS.
 COUNTY OF Dallas)

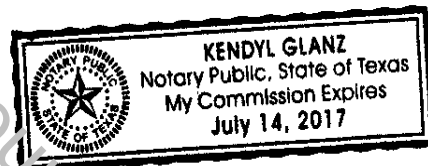
I, Kendyl Glanz, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Fordham, the President & COO of OFP ILLINOIS SERVICES LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of December, 2013.


 Notary Public

My Commission Expires:

July 14, 2017



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EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THAT PART OF PETER TEMPLE'S SUBDIVISION OF BLOCK 99, AND THAT PART OF THE SUBDIVISION OF BLOCK 114 (TAKEN AS A TRACT, INCLUDING VACATED ALLEYS) ALL IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3 IN THE AFORESAID SUBDIVISION OF BLOCK 114; THENCE SOUTH 0 DEGREES 00 MINUTES 23 SECONDS EAST (ALONG THE EAST LINE OF LOTS 3, 4, 9, 10 AND 15 IN SAID SUBDIVISION OF BLOCK 114) A DISTANCE OF 232.32 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 0 DEGREES 00 MINUTES 23 SECONDS EAST (ALONG THE EAST LINE OF LOTS 15, 16, 21 AND 22 IN SAID SUBDIVISION OF BLOCK 114) A DISTANCE OF 133.22 FEET TO A POINT ON THE EAST LINE OF LOT 22 WHICH IS 31.98 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 89 DEGREES 55 MINUTES 58 SECONDS WEST, A DISTANCE OF 215.15 FEET TO A POINT ON THE WEST LINE OF LOT 24 IN PETER TEMPLE'S SUBDIVISION OF BLOCK 99 WHICH IS 31.18 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST (ALONG THE WEST LINE OF LOTS 24, 19, 18 AND 13 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 134.17 FEET TO A POINT ON THE WEST LINE OF LOT 13 WHICH IS 232.32 FEET SOUTHERLY OF THE NORTHWEST CORNER OF LOT 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION; THENCE SOUTH 89 DEGREES 48 MINUTES 43 SECONDS EAST (ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF LOT 3 IN SAID SUBDIVISION OF BLOCK 114 AND ALSO PARALLEL WITH THE NORTH LINE OF LOT 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 215.19 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF PETER TEMPLE'S SUBDIVISION OF BLOCK 99, THAT PART OF THE SUBDIVISION OF BLOCK 114, AND THAT PART OF GEORGE MERRILL'S SUBDIVISION OF BLOCK 100, AND THAT PART OF T. G. WRIGHT'S SUBDIVISION OF BLOCK 113 (TAKEN AS A TRACT, INCLUDING VACATED ALLEYS) ALL IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 16,

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TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF LOT 22 IN THE SUBDIVISION OF BLOCK 114 WHICH IS 31.98 FEET NORTHERLY OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTH 0 DEGREES 00 MINUTES 23 SECONDS EAST, 31.98 FEET TO THE SOUTHEAST CORNER OF SAID LOT 22; THENCE SOUTH 89 DEGREES 51 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF LOT 1 IN T. G. WRIGHTS SUBDIVISION OF BLOCK 113, A DISTANCE OF 0.14 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 05 MINUTES 33 SECONDS WEST, ALONG THE EAST LINE OF LOTS 1 AND 6 IN THE AFORESAID T. G. WRIGHT'S SUBDIVISION OF BLOCK 113, A DISTANCE OF 94.83 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS WEST, A DISTANCE OF 210.30 FEET TO A POINT ON THE WEST LINE OF LOT 23 IN GEORGE MERRILL'S SUBDIVISION OF BLOCK 100 WHICH IS 95.63 SOUTHERLY OF THE NORTHWEST CORNER OF LOT 24 IN SAID SUBDIVISION; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS WEST, ALONG THE WEST LINES OF THE AFORESAID LOTS 23 AND 24, A DISTANCE OF 95.63 FEET TO THE NORTHWEST CORNER OF SAID LOT 24 IN GEORGE MERRILL'S SUBDIVISION OF BLOCK 100; THENCE NORTH 89 DEGREES 51 MINUTES 16 SECONDS WEST, ALONG THE SOUTH LINE OF LOT 24 IN PETER TEMPLE'S SUBDIVISION OF BLOCK 99, A DISTANCE OF 4.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST, ALONG THE WEST LINE OF THE AFORESAID LOT 24, A DISTANCE OF 31.18 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 215.15 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3A:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SHOWN ON THE SURVEY OF LAND PREPARED BY JOSEPH A. LIMA, REGISTERED PROFESSIONAL SURVEYOR FOR THE STATE OF ILLINOIS, LICENSE NUMBER 0080, OF NATIONAL SURVEY SERVICE, INC. (SURVEYOR), SURVEY NUMBER N-123180, LAST UPDATED ON MARCH 16, 2000, AS SET FORTH IN PARAGRAPH 1 B OF THE GRANT OF EASEMENTS EXECUTED BY THE PENN CENTRAL CORPORATION, ET AL, DATED APRIL 3, 1981 AND RECORDED AS DOCUMENT NO. 26017406, AND AS AMENDED BY DOCUMENT 26382162 FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS ON, OVER AND THROUGH AN ENCLOSED CORRIDOR, AT LEAST 20 FEET WIDE, ALONG THE GEOGRAPHIC CENTER (PLUS OR MINUS 5 FEET) ON A STRAIGHT LINE FROM THE NORTH BOUNDARY LINE TO THE SOUTH BOUNDARY LINE OF THE FOLLOWING DESCRIBED REAL ESTATE LOCATED NORTH OF AND ADJOINING THE LAND, SAID CORRIDOR TO BE IN THE "CHICAGO BOARD OF OPTIONS EXCHANGE (CBOE) BUILDING" AND ANY IMPROVEMENTS CONSTRUCTED ON SAID ADJOINING LAND FROM TIME TO TIME:

THAT PART OF PETER TEMPLE'S SUBDIVISION OF BLOCK 99, AND THAT PART OF THE SUBDIVISION OF BLOCK 114 (TAKEN AS A TRACT, INCLUDING VACATED

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ALLEYS) ALL IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN THE AFORESAID SUBDIVISION OF BLOCK 114; THENCE SOUTH 0 DEGREES 00 MINUTES 23 SECONDS EAST (ALONG THE EAST LINE OF LOTS 3, 4, 9, 10 AND 15 IN SAID SUBDIVISION OF BLOCK 114) A DISTANCE OF 232.32 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 43 SECONDS WEST (ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF LOT 3 IN SAID SUBDIVISION OF BLOCK 114 AND ALSO PARALLEL WITH THE NORTH LINE OF LOT 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 215.19 FEET TO THE WEST LINE OF LOT 13 IN SAID PETER TEMPLE'S SUBDIVISION; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST (ALONG THE WEST LINE OF LOTS 13, 12, 7, 6 AND 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 232.32 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 48 MINUTES 43 SECONDS EAST, 215.25 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3B:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS SHOWN ON THE SURVEY OF LAND PREPARED BY SURVEYOR, SURVEY NUMBER N-123180, LAST UPDATED ON MARCH 16, 2000 AS SET FORTH IN THE RECIPROCAL UNDERGROUND CAISSON EASEMENT AGREEMENT RECORDED JULY 15, 1982 AS DOCUMENT 26290689 BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 26, 1982 KNOWN AS TRUST NUMBER 54793 AND EXCHANGE NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 20, 1982 KNOWN AS TRUST NUMBER 39787 GRANTING THE RIGHT, AUTHORITY AND EASEMENT TO CONSTRUCT AND MAINTAIN, IN CONNECTION WITH THE CONSTRUCTION OF THE BUILDING LOCATED ON PARCEL 1, UNDERGROUND CAISSONS WHICH ENCROACH UPON A PORTION OF THE UNDERGROUND WHICH UNDERLIES PARCEL 3, NOT TO EXTEND NORTH OF A LINE WHICH LIES THREE FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY OF PARCEL 3 NOR BE CONSTRUCTED ABOVE A HORIZONTAL PLANE WHOSE UNDERGROUND DEPTH LEVEL IS THE LOWER OF THIRTY FIVE FEET BELOW CHICAGO CITY DATUM, OR TEN FEET BELOW THE BOTTOM OF ANY PORTION OF THE FOUNDATION OF THE CBOE BUILDING WHICH LIES ON PARCEL 3 AT OR SOUTH OF A LINE LYING THREE FEET NORTH OF AND PARALLEL TO THE SOUTH BOUNDARY OF PARCEL 3, FALLING WITHIN THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF PETER TEMPLE'S SUBDIVISION OF BLOCK 99, AND THAT PART OF THE SUBDIVISION OF BLOCK 114 (TAKEN AS A TRACT, INCLUDING VACATED ALLEYS) ALL IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN THE AFORESAID SUBDIVISION OF BLOCK 114; THENCE SOUTH 0 DEGREES 00 MINUTES 23 SECONDS EAST (ALONG THE EAST LINE OF LOTS 3, 4, 9, 10 AND 15 IN SAID SUBDIVISION OF BLOCK 114) A DISTANCE OF 232.32 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 43 SECONDS WEST (ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF LOT 3 IN SAID SUBDIVISION OF BLOCK 114 AND ALSO PARALLEL WITH THE NORTH LINE OF LOT 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 215.19 FEET TO THE WEST LINE OF LOT 13 IN SAID PETER TEMPLE'S SUBDIVISION; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST (ALONG THE WEST LINE OF LOTS 13, 12, 7, 6 AND 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 232.32 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 48 MINUTES 43 SECONDS EAST, 215.25 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3C:

EXERCISED OPTIONS FOR EASEMENTS FOR THE BENEFIT OF PARCEL 2, AFORESAID, AS SHOWN ON THE SURVEY OF LAND PREPARED BY SURVEYOR, SURVEY NUMBER N-123180, LAST UPDATED ON MARCH 16, 2000, AS SET FORTH IN GRANT OF EASEMENTS, OPTIONS FOR EASEMENTS, OPTION TO LEASE AND DECLARATION OF COVENANTS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED APRIL 1, 1981 AS DOCUMENT 25824625 AND FIRST AMENDMENT RECORDED AS DOCUMENT 26363994 MADE BY AND BETWEEN THE PENN CENTRAL CORPORATION, WILLIAM M. GIBBONS, TRUSTEE OF THE PROPERTY OF CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY AND THE REGIONAL TRANSPORTATION AUTHORITY FOR:

A) AN INTERIOR PEDESTRIAN EASEMENT ON, OVER AND THROUGH A STRIP OF PROPERTY TWENTY FEET WIDE, ALONG THE GEOGRAPHIC CENTER OF PARCEL 3 (PLUS OR MINUS FIVE FEET OF THE GEOGRAPHIC CENTER THEREOF) ON A STRAIGHT LINE FROM THE NORTH BOUNDARY OF PARCEL 3 TO THE SOUTHERN BOUNDARY OF PARCEL 3 AND;

B) A STREET GRADE PEDESTRIAN EXTERIOR EASEMENT ALONG THE EAST OR WEST LINES OF PARCEL 3, FALLING WITHIN THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF PETER TEMPLE'S SUBDIVISION OF BLOCK 99, AND THAT PART OF THE SUBDIVISION OF BLOCK 114 (TAKEN AS A TRACT, INCLUDING VACATED ALLEYS) ALL IN THE SCHOOL SECTION ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 3 IN THE AFORESAID SUBDIVISION OF BLOCK 114; THENCE SOUTH 0 DEGREES 00 MINUTES 23 SECONDS EAST (ALONG THE EAST LINE OF LOTS 3, 4, 9, 10 AND 15 IN SAID SUBDIVISION OF

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BLOCK 114) A DISTANCE OF 232.32 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 43 SECONDS WEST (ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF LOT 3 IN SAID SUBDIVISION OF BLOCK 114 AND ALSO PARALLEL WITH THE NORTH LINE OF LOT 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 215.19 FEET TO THE WEST LINE OF LOT 13 IN SAID PETER TEMPLE'S SUBDIVISION; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST (ALONG THE WEST LINE OF LOTS 13, 12, 7, 6 AND 1 IN THE AFORESAID PETER TEMPLE'S SUBDIVISION OF BLOCK 99) A DISTANCE OF 232.32 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 48 MINUTES 43 SECONDS EAST, 215.25 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, AFORESAID, AS SHOWN ON THE SURVEY OF LAND PREPARED BY SURVEYOR, SURVEY NUMBER N-123180, LAST UPDATED ON MARCH 16, 2000 AS SET FORTH IN PARAGRAPH 1(B) (III) OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE ESTABLISHMENT OF EXCHANGE CENTER PLAZA AND GRANT OF EASEMENT FOR UNDERGROUND PARKING GARAGE EXECUTED BY THE CITY OF CHICAGO, ET AL, DATED APRIL 11, 1983 RECORDED APRIL 14, 1983 AS DOCUMENT 26569966, AS SUPPLEMENTED BY SUPPLEMENT DATED AUGUST 2, 1984 RECORDED AUGUST 7, 1984 AS DOCUMENT 27204188 FOR THE PURPOSE OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF AN UNDERGROUND PARKING GARAGE, ACCESS RAMPS AND UTILITY LINES ON THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF BLOCK 99 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING A TRACT LYING BELOW PLUS 22.0 FEET, CHICAGO CITY DATUM, SAID TRACT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN PETER TEMPLE'S SUBDIVISION OF THE AFORESAID BLOCK 99; THENCE NORTH 89 DEGREES 48 MINUTES 43 SECONDS WEST, 40.00 FEET TO THE NORTHEAST CORNER OF LOT 1 IN COLE'S SUBDIVISION OF PART OF SAID BLOCK 99; THENCE CONTINUING NORTH 89 DEGREES 48 MINUTES 43 SECONDS WEST, 85.83 FEET ALONG THE NORTH LINE OF SAID LOT 1 IN COLE'S SUBDIVISION AND ALONG THE NORTH LINE OF LOTS 1 AND 2 IN THE ASSESSOR'S DIVISION OF PART OF SAID BLOCK 99 AND ALONG THE NORTH LINE OF MICAJAH GLASCOCK'S SUBDIVISION OF PART OF SAID BLOCK 99 TO A POINT; THENCE SOUTH 0 DEGREES 02 MINUTES 07 SECONDS EAST, 367.05 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF LOT 22, IN THE SUBDIVISION OF BLOCK 114 IN THE AFORESAID SCHOOL SECTION ADDITION TO CHICAGO, SAID POINT BEING 31.98 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 22 TO A POINT ON THE WEST LINE OF LOT 24, IN THE AFORESAID PETER TEMPLE'S SUBDIVISION, SAID POINT BEING 31.18 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 24; THENCE NORTH 89 DEGREES 55 MINUTES 58 SECONDS EAST

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ALONG SAID WESTERLY EXTENSION, 125.75 FEET TO THE WEST LINE OF SAID LOT 24; THENCE NORTH 0 DEGREES 01 MINUTES 21 SECONDS WEST, 366.49 FEET ALONG THE WEST LINE OF LOTS 24, 19, 18, 13, 12, 7, 6 AND 1 IN SAID PETER TEMPLE'S SUBDIVISION TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 1, 2 AND 3 IN COLE'S SUBDIVISION OF PART OF BLOCK 99 AND THAT PART OF LOTS 1 AND 2 IN ASSESSORS DIVISION OF PART OF BLOCK 99 LYING NORTH OF A STRAIGHT LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 4 IN COLE'S SUBDIVISION AS AFORESAID TO A POINT IN THE WEST LINE OF SAID LOT 2 IN SAID ASSESSORS DIVISION WHICH POINT IS 125.53 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 ALL N BLOCK 99 IN SCHOOL SECTION ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

440 S. LaSalle Street
Chicago, Illinois

Tax Parcel Nos: 17-16-241-025-0000; 17-16-241-049-0000; 17-16-242-018-0000; 17-16-242-019-0000; 17-16-242-020-0000; 17-16-242-022-0000; 17-16-242-023-0000; 17-16-242-024-0000

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EXHIBIT "B"

PERMITTED ENCUMBRANCES

Permitted encumbrances are such matters as are shown on Schedule B, Part I to the pro forma Title Insurance Policy No. 1401-008935705-D1 issued by Chicago Title Insurance Company to the Agent in connection with this Instrument.

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EXHIBIT "C"

Schedule 1

(Description of "Debtor" and "Secured Party")

A. Debtor:

1. ONE FINANCIAL PLACE PROPERTY LLC, a limited liability company organized under the laws of the State of Delaware. Debtor has been using or operating under said name and identity or corporate structure without change since April 24, 2006.

Names and Tradenames used within last five years: None.

Location of all chief executive offices over last five years:

15601 Dallas Parkway, Suite 600, Addison, Texas 75001

17300 Dallas Parkway, Suite 1010, Dallas, Texas 75248

Organizational Number: 4136784

2. OFP ILLINOIS SERVICES LLC, a limited liability company organized under the laws of the State of Delaware. Debtor has been using or operating under said name and identity or corporate structure without change since July 10, 2006.

Names and Tradenames used within last five years: None.

Location of all chief executive offices over last five years:

15601 Dallas parkway, Suite 600, Addison, Texas 75001

17300 Dallas Parkway, Suite 1010, Dallas, Texas 75248

Organizational Number: 4187313

B. Secured Party:

KEYBANK NATIONAL ASSOCIATION, a national banking association, as Agent.

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Schedule 2

(Notice Mailing Addresses of "Debtor" and "Secured Party")

- A. The mailing address of Debtor is:

c/o Tier Operating Partnership LP
17300 Dallas Parkway
Suite 1010
Dallas, Texas 75248
Attn: Telisa Webb Schelin, Senior Vice President
Legal and General Counsel

- B. The mailing address of Secured Party is:

KeyBank National Association, as Agent
4910 Tiedeman Road
3rd Floor
Brooklyn, Ohio 44144
Attn: Real Estate Capital Services

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EXHIBIT "D"

Operating Lease Contracts

1. Hotel and Club Management Agreement dated July 1, 2009 by and between OFP Illinois Services LLC, a Delaware limited liability company, and Kemper Sports Management, Inc., an Illinois corporation, as amended by that certain First Amendment to Hotel and Club Management Agreement dated July 8, 2011, but effective as of July 1, 2009.

Property of Cook County Clerk's Office