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Cook County Recorder of Deeds
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**AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES,
RENT'S AND REVENUES AND FIXTURE FILING**

made by

FEDERAL-MOGUL MOTORPARTS CORPORATION

(formerly known as Federal-Mogul Vehicle Component Solutions, Inc.,
successor in title to Federal-Mogul Corporation),

As Mortgagor,

to

CITIBANK, N.A.,

As Collateral Trustee, Mortgagee

FIDELITY NATIONAL TITLE 999011901

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[Cook County, IL]

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Dated as of July 3, 2014

This document serves as a Fixture Filing under the Illinois Uniform Commercial
Code, Chapter 810 ILCS 5/9-502(b), et seq.

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~~Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
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TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
DEFINITIONS	6
ARTICLE 2	
COVENANTS.....	12
ARTICLE 3	
FORECLOSURE.....	13
ARTICLE 4	
APPOINTMENT OF RECEIVER	18
ARTICLE 5	
POSSESSION, MANAGEMENT AND INCOME UPON DEFAULT	18
ARTICLE 6	
RIGHT OF MORTGAGEE TO PERFORM MORTGAGOR'S COVENANTS	19
ARTICLE 7	
REMEDIES CUMULATIVE.....	19
ARTICLE 8	
GOVERNING LAW.....	20
ARTICLE 9	
NO WAIVER.....	20
ARTICLE 10	
FIXTURE FILING	20
ARTICLE 11	
EXPENSES OF MORTGAGEE	21
ARTICLE 12	
MISCELLANEOUS	21
ARTICLE 13	
ASSIGNMENT OF RENTS AND MORTGAGOR'S INTEREST IN LEASES.....	22
ARTICLE 14	
STATE SPECIFIC PROVISIONS.....	27
ARTICLE 15	
NOTICES.....	29

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ARTICLE 16

WAIVER OF JURY TRIAL; WAIVER OF CLAIMS29

ARTICLE 17

SEVERABILITY30

ARTICLE 18

LAST DOLLARS SECURED30

ARTICLE 19

RELEASES OR RECONVEYANCES30

ARTICLE 20

FURTHER ASSURANCES31

ARTICLE 21

SECURITY INTERESTS31

ARTICLE 22

CONFLICTS WITH COLLATERAL TRUST AGREEMENT AND INTERCREDITOR
AGREEMENT32

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AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF LEASES, RENTS, AND REVENUES AND FIXTURE FILING

THIS AMENDED AND RESTATED MORTGAGE ASSIGNMENT OF LEASES, RENTS, AND REVENUES AND FIXTURE FILING (this "**Mortgage**") is dated as of July 3, 2014 and is made by FEDERAL-MOGUL MOTORPARTS CORPORATION, a Delaware corporation, (formerly known as Federal-Mogul Vehicle Component Solutions, Inc., successor in title to Federal-Mogul Corporation), having an address at 26555 Northwestern Highway, Southfield, Michigan 48034 (the "**Mortgagor**"), to CITIBANK, N.A., as collateral trustee (in such capacity herein referred to as "**Mortgagee**") under the Collateral Trust Agreement (defined below), having an address at 388 Greenwich Street, 20th Floor, New York, New York 10013.

WITNESSETH:

Recitals

WHEREAS, Federal-Mogul Corporation (the "**Original Borrower**"), certain financial institutions and Citicorp USA, Inc., as administrative agent (in such capacity, with its successors and assigns, the "**Exiting Administrative Agent**") entered into a Term Loan and Revolving Credit Agreement, dated as of December 27, 2007 (the "**Original Credit Agreement**"); and

WHEREAS, pursuant to the Original Credit Agreement, Federal-Mogul Corporation (the "**Original Mortgagor**") executed and delivered to Mortgagee the Mortgage, Assignment of Leases, Rents and Revenues and Fixture Filing dated as of December 27, 2007, recorded on December 31, 2007 as Document No. 0736510001 with the Cook County Recorder of Deeds, State of Illinois (the "**Original Mortgage**");

WHEREAS, pursuant to Warranty Deed dated February 27, 2013, which was recorded on March 7, 2013, as Doc. No. 1306612093 with the Cook County Recorder of Deeds, State of Illinois, the Original Mortgagor conveyed the Premises (as defined in the Original Mortgage), subject to the Original Mortgage, to Mortgagee;

WHEREAS, Mortgagor is a party to that certain Assumption Agreement (Domestic Subsidiary Guarantee), that certain Assumption Agreement (Collateral Agreement), that certain Assumption Agreement (Collateral Trust Agreement), and that certain Assumption Agreement (Intercreditor Agreement), each dated as of October 15, 2012 (the "**Assumption Agreements**"), and is an "Additional Grantor" under and as defined in the Collateral Agreement referred to in the Prior Mortgage (defined below);

WHEREAS, in connection with the Assumption Agreements, the Mortgagor and the Mortgagee executed and delivered that certain Assumption Agreement and Amendment No. 1 to Mortgage, Assignment of Leases, Rents and

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Revenues and Fixture Filing dated as of February 27, 2013 (“**Amendment No. 1**”, the Original Mortgage, as amended by Amendment No. 1, the “**Prior Mortgage**”), which was recorded on March 7, 2013, as Doc. No. 1306612094 with the Cook County Recorder of Deeds, State of Illinois;

WHEREAS, pursuant to that certain Increase, Joinder and Amendment Agreement dated as of December 6, 2013 (the “**2013 Revolving Facility Amendment Agreement**”), among the Original Borrower, the other Loan Parties, the Revolving Credit Lenders party thereto (which represent all of the Revolving Credit Lenders as of the 2013 Amendment Effective Date) and the Exiting Administrative Agent, as of the 2013 Amendment Effective Date, the Revolving Credit Lenders extended credit to the Original Borrower in the form of an asset-based revolving credit facility in an aggregate principal amount of \$550,000,000 (the “**Initial ABL Facility**”);

WHEREAS, pursuant to the 2013 Revolving Facility Amendment Agreement and the Initial ABL Facility, the Prior Mortgage was amended pursuant to Amendment No. 2 to Mortgage, Assignment of Leases, Rents and Revenues and Fixture Filing dated as of February 12, 2014, recorded on February 25, 2014 as Document No. 1405634048 with the Cook County Recorder of Deeds, State of Illinois (“**Amendment No. 2**”; the Prior Mortgage, as amended by Amendment No. 2, the “**Existing Mortgage**”);

WHEREAS, pursuant to that certain Amendment Agreement dated as of April 15, 2014 (the “**2014 Amendment**”, the Original Credit Agreement, as amended by the 2014 Amendment and as may be further amended, restated or otherwise modified from time to time, the “**Credit Agreement**”), among Federal-Mogul Holdings Corporation (“**Borrower**”), as New Borrower, Original Borrower, certain other of the Borrower’s Subsidiaries, the Lenders Party thereto, Citibank, N.A., as Revolving Administrative Agent and as Tranche B Administrative Agent, Citicorp USA, Inc., as the resigning administrative agent, Credit Suisse AG, as Tranche C Administrative Agent, and the other parties thereto, (a) the Tranche B Term Lenders may extend credit to the Borrower in the form of Tranche B Term Loans having an aggregate principal amount of \$700,000,000 and (b) the Tranche C Term Lenders may extend credit to the Borrower in the form of Tranche C Term Loans having an aggregate principal amount of \$1,900,000,000 (the term loan facilities described in the foregoing clauses (a) and (b) collectively, the “**Initial PP&E First Lien Term Facility**”) to Borrower and (c) Borrower has assumed all of the rights and obligations of the Original Borrower with respect to the Initial ABL Facility;

WHEREAS, pursuant to that certain Amended and Restated Collateral Trust Agreement dated as of April 15, 2014 (the “**Collateral Trust Agreement**”) among Borrower, the Original Borrower, certain other of the Borrower’s Subsidiaries and Citibank, N.A., as Collateral Trustee (the “**Collateral Trustee**”),

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in order to secure the Secured Obligations, the Collateral Trustee agreed to hold as trustee all of the collateral granted to it for the benefit of the Secured Parties;

WHEREAS, pursuant to that certain Amended and Restated Collateral Agreement dated as of April 15, 2014 (the “**Collateral Agreement**”), among Borrower, the Original Borrower, certain other of the Borrower’s Subsidiaries, and the Collateral Trustee, the Grantors party thereto granted to the Collateral Trustee, for the benefit of the Secured Parties, the security interests described therein;

WHEREAS, it is a post-closing covenant under the 2014 Amendment, that the Existing Mortgage be amended and restated pursuant to this instrument; and

WHEREAS, Mortgagor is the fee owner of the Mortgaged Property;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Granting Clauses

(a) MORTGAGOR, UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, HEREBY IRREVOCABLY AND UNCONDITIONALLY GRANTS, BARGAINS, SELLS, PLEDGES, CONVEYS, TRANSFERS, DEEDS AND ASSIGNS unto Mortgagee, its successors and assigns, with power of sale and right of entry and possession, and grants a continuing security interest to Mortgagee, for the benefit of the PP&E Credit Agreement Secured Parties (as defined below), separate first priority security interests as security to secure the PP&E Credit Agreement Secured Obligations (such security interests, collectively, the “**PP&E Credit Agreement Security Interests**”); and

(b) MORTGAGOR, UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, HEREBY IRREVOCABLY AND UNCONDITIONALLY GRANTS, BARGAINS, SELLS, PLEDGES, CONVEYS, TRANSFERS, DEEDS AND ASSIGNS unto Mortgagee, its successors and assigns, with power of sale and right of entry and possession, and grants a continuing security interest to Mortgagee, for the benefit of the ABL Secured Parties (as defined below), separate first priority security interests as security to secure the Borrowing Base Priority Obligations (such security interests, collectively, the “**ABL Security Interests**”);

in each case in all right, title and interest of such Mortgagor in all of the following property (such property being referred to collectively herein as the “**Mortgaged Property**”):

(a) all estate, right, title and interest of Mortgagor, now owned or hereafter acquired, in and to those certain tracts or parcels of land as described in

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Exhibit A hereto, together with all rights of way or use, sidewalks, alleys, strips, gores, rights (including rights in streets (including those vacated or to be vacated), privileges, air rights and development rights, sewer rights, waters, water courses, water rights and powers, servitudes, estates, licenses, easements, tenements, hereditaments and appurtenances incident, belonging or pertaining to such land, including any mineral, mining, oil and gas rights and rights to produce or share in the production of anything related thereto and similar or comparable rights of any nature whatsoever now or hereafter appurtenant thereto) (collectively, the “**Land**”), and all estate, right, title and interest of Mortgagor in the buildings, structures, fixtures and improvements now or hereafter located or erected thereon (which buildings and improvements, together with any additions thereto or alterations or replacements thereof, being referred to herein as the “**Improvements**”; together with the Land, the “**Premises**”);

(b) all right, title and interest of Mortgagor in and to all machinery, apparatus, equipment, materials, fittings, fixtures, chattels, and all other real property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now or hereafter owned by Mortgagor or in which Mortgagor has or shall acquire an interest (to the extent of such interest), and now or hereafter located on, attached to or contained in or used in connection with the Land or the Improvements, or placed on any part thereof though not attached thereto, including all indoor and outdoor furniture, landscaping, indoor plants, tools, screens, awnings, shades, blinds, curtains, draperies, partitions, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, water heating, cooking, monitoring, ventilating, air conditioning, refrigerating, sanitation, waste removal, incinerating or compacting plants, systems, fixtures and equipment, elevators, escalators, stoves, ranges, vacuum systems, window washing and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, alarms, telecommunications, entertainment, recreational or security systems and equipment, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, and appliances, in each case to the extent a lien is perfected thereon by a fixture filing (collectively, “**Equipment**”);

(c) all right, title and interest of Mortgagor in and to all real estate tax refunds and credits and all awards or payments, including interest on any of them, and any right to receive the same which Mortgagor may have, which may be made with respect to any of the Premises (as hereinafter defined) whether from a condemnation thereof or for any other injury to, decrease in the value of, or other occurrence affecting any of the Premises, subject, in each case, to the rights of Tenants (as hereinafter defined) under Leases (as hereinafter defined) or parties under Operating Agreements (as hereinafter defined) to the extent such Leases or Operating Agreements are not subordinate to the terms of this Mortgage;

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(d) all estate, right, title and interest of Mortgagor, as landlord or lessor, in and to all Leases, Operating Agreements and other agreements for, affecting or related to the use and occupancy of the Premises, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code (the “**Bankruptcy Code**”) or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any Tenant or occupant of any portion of the Mortgaged Property and all extensions, amendments and modifications thereto heretofore or hereafter entered into, and all rents, incomes, issues, royalties, revenues and profits derived by Mortgagor from the Premises and, subject to the terms and conditions of the Specified Agreements, the right to apply such rents, incomes, issues, royalties, revenues and profits to the obligations secured by this Mortgage, together with the security deposits or other payments or instruments delivered as security under such Leases, Operating Agreements and agreements (the grant of such security deposits and other security being subject to application in accordance with the express requirements of such Leases, Operating Agreements and any other agreements applicable thereto); and

(e) any of the foregoing to the extent acquired from and after the date hereof.

TO HAVE AND TO HOLD the above granted and described property, unto and to the proper use and benefit of Mortgagee, its successors and assigns, forever, upon the terms and conditions set forth herein.

The lien created by this Mortgage on the Mortgaged Property are subject to the following Intercreditor Agreements:

(i) that certain ABL/Term Intercreditor Agreement substantially in the form of Exhibit G-1 to the Credit Agreement, dated as of the 2014 Amendment Effective Date (the “**ABL Intercreditor Agreement**”), by and among the Collateral Trustee, the Revolving Administrative Agent, as First Priority Representative, each Term Administrative Agent, as Second Priority Representatives, the Borrower and each of the other Loan Parties party thereto, as the same may be amended, supplemented or modified from time to time in accordance with the terms thereof;

(ii) with respect to any Permitted First Priority Refinancing Debt or Incremental Equivalent Debt, a customary intercreditor agreement substantially in the form of Exhibit G-2 to the Credit Agreement or such other form as is reasonably acceptable to the Administrative Agents, providing that the Liens securing such Indebtedness rank pari passu with the Liens securing the Obligations in respect of the Term Loans (but without regard to control of remedies) (a “**Pari Passu Intercreditor Agreement**”);

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(iii) with respect to any Permitted Second Priority Refinancing Debt, a customary intercreditor agreement substantially in the form of Exhibit G-3 to the Credit Agreement or such other form as is reasonably acceptable to the Administrative Agent, which agreement shall provide that the Liens securing such Indebtedness shall rank second or otherwise subordinate to the Liens securing the Obligations (a “**Second Lien Intercreditor Agreement**”, together with the ABL Intercreditor Agreement and any Pari Passu Intercreditor Agreement, the “**Intercreditor Agreements**”).

To protect the security of this Mortgage, Mortgagor covenants and agrees with and represents and warrants to Mortgagee as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein shall have the meanings given to them in the Collateral Agreement and if not defined in the Collateral Agreement, terms defined in the Intercreditor Agreements (as hereinafter defined) and used herein shall have the meanings given to them in the Intercreditor Agreements, and if not defined in the Collateral Agreement or the Intercreditor Agreements, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. As used in this Mortgage the following terms have the following respective meanings:

“**ABL Loan Facility**” means collectively (i) the Initial ABL Facility, (ii) any other credit agreement, loan agreement, note agreement, indenture or other agreement evidencing or governing the terms of any Indebtedness or other financial accommodation that has been incurred to extend, replace or refinance in whole or in part the Initial ABL Facility, in each case in accordance with the terms of the ABL Intercreditor Agreement, as amended, restated, supplemented or otherwise modified from time to time and (iii) any other credit agreement, loan agreement or other agreement with banks or other institutional or commercial lenders providing for loans or other extensions of credit or any indenture or other debt instrument or agreement providing for bonds, notes, other loans or other extensions of credit, in the case of clauses (ii) and (iii), that (a) is secured by the Collateral on a *pari passu* basis with the other Borrowing Base Priority Obligations (if any), (b) is designated as an ABL Loan Facility by the Borrower in a writing delivered to each ABL Agent and each PP&E Agent and which also contains a certification by the Borrower that the incurrence of the Indebtedness under such credit agreement, loan agreement, note agreement, indenture or other agreement is permitted to be incurred and so secured by the Collateral by the ABL Loan Documents and the PP&E Loan Documents and (c) with respect to which each ABL Agent for such credit agreement, loan agreement, note agreement, indenture or other agreement executes and delivers to each other ABL Agent and

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each PP&E Agent a joinder to the ABL Intercreditor Agreement in substantially the form of Exhibit A thereto.

“**ABL Secured Parties**” means, at any relevant time, the holders of Borrowing Base Priority Obligations at that time, including, without limitation, the Collateral Trustee, the Initial ABL Agent, the “Revolving Credit Lenders” (as defined in the Credit Agreement), any ABL Agent, and any agent or trustee appointed for any of the foregoing pursuant to the applicable ABL Loan Documents.

“**ABL Security Interests**” shall have the meaning given to such term in the granting clauses.

“**Applicable Notice of Event of Default**” shall have the meaning given to such term in the Collateral Trust Agreement.

“**Borrower**” shall have the meaning given to such term in the recitals.

“**Borrowing Base Priority Obligations**” means (a) all Obligations and all liabilities (contingent or otherwise) relating to the ABL Loan Facility under the ABL Loan Documents, including any and all amounts payable under the ABL Loan Documents with respect to the ABL Loan Facility, as amended, restated, supplemented or otherwise modified from time to time in accordance with the ABL Intercreditor Agreement, including principal, premium, interest accrued or accruing (or which would absent the commencement of an Insolvency or Liquidation Proceeding accrue), fees, attorneys’ fees, costs, charges, expenses, reimbursement obligations, any obligation to post cash collateral in respect of letters of credit, indemnities, guarantees, and all other amounts payable thereunder (including, in each case, all amounts accruing on or after the commencement of any Insolvency or Liquidation Proceeding (or that would accrue but for the commencement of such Insolvency or Liquidation Proceeding) relating to any Loan Party or any other Person irrespective of whether a claim for all or any portion of such amounts is allowable or allowed in any Insolvency or Liquidation Proceeding), (b) all Hedging Obligations and (c) all Cash Management Obligations.

“**Business Day**” shall have the meaning given to such term in the Credit Agreement.

“**Casualty**” shall mean a fire, explosion, flood, collapse or other damage or destruction affecting any material part of the Premises.

“**Citibank Rate**” shall mean the rate of interest per annum publicly announced from time to time by Citibank, N.A. as its base rate in effect in New York City.

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“**Collateral Agreement**” shall have the meaning given to such term in the recitals.

“**Collateral Trust Agreement**” shall have the meaning given to such term in the recitals.

“**Condemnation**” shall mean a taking or voluntary conveyance during the term of all or any part of the Premises or any interest therein or any right accruing thereto or use thereof, as a result of, or in settlement of, any condemnation or other eminent domain proceeding by any governmental authority, whether or not the same have been actually commenced.

“**Default Rate**” shall mean a rate per annum (computed on the basis of the actual number of days elapsed over a year of 360 days) equal to 2% above the Citibank Rate.

“**Equipment**” shall have the meaning given to such term in the granting clauses.

“**First Priority Representative**” shall have the meaning given to such term in the Collateral Trust Agreement.

“**First Priority Secured Party**” shall mean the First Priority Representatives and the holders of the Secured Obligations.

“**Grantor**” shall have the meaning given to such term in the Collateral Agreement.

“**Hedging Agreement**” means any (i) currency swap agreement, currency future or option contract or other similar agreement designed to hedge against fluctuations in foreign currency exchange rates, (ii) interest rate swap, cap or collar agreement or interest rate future or option contract or other similar agreement designed to hedge against fluctuations in interest rates or (iii) swap agreement, future or option contract or other similar agreement designed to hedge against fluctuations in commodities prices.

“**Hedging Obligations**” shall mean, with respect to any Loan Party, any obligations of such Loan Party under any Hedging Agreement owing to any counterparty that is a Designated Hedging Counterparty (as defined in the Credit Agreement) at the same time such Hedging Agreement is entered into, or any Guarantee Obligation of any Loan Party with respect thereto.

“**Improvements**” shall have the meaning given to such term in the granting clauses.

“**Intercreditor Agreements**” shall have the meaning given to such term in the granting clauses.

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“**Land**” shall have the meaning given to such term in the granting clauses.

“**Lease Collateral**” shall have the meaning given to such term in Section 13.01.

“**Leases**” shall mean any lease, sublease, sub-sublease, license, letting, concession, occupancy agreement or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of any space in any Mortgaged Property, and every modification, amendment or other agreement relating to such lease, sublease, sub-sublease, or other agreement entered into, in accordance with the Specified Agreements, in connection with such lease, sublease, sub-sublease, or other agreements and all agreements related thereto, and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

“**Lender**” shall have the meaning given to such term in the Specified Agreements.

“**Materials of Environmental Concern**” shall have the meaning given to such term in the Credit Agreement.

“**Mortgage**” shall have the meaning given to such term in the introduction.

“**Mortgagee**” shall have the meaning given to such term in the introduction.

“**Mortgagor**” shall have the meaning given to such term in the introduction.

“**Mortgaged Property**” shall have the meaning given to such term in the granting clauses.

“**Operating Agreements**” shall mean all reciprocal easements and/or operating agreements, covenants, conditions and restrictions and similar agreements affecting the Mortgaged Property and binding upon Mortgagor, and/or any affiliate or subsidiary and/or any other third party.

“**Other Charges**” shall mean all ground rents, maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults and similar areas adjoining the Premises, now or hereafter levied or assessed or imposed against the Premises or any part thereof.

“**Other Mortgaged Property**” shall mean property constituting Mortgaged Property or mortgaged property under any Other Mortgage.

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“Other Mortgages” shall mean those other mortgages and deeds of trust made by Mortgagor, or an affiliate or subsidiary of the Borrower, in favor of Mortgagee pursuant to the terms of any Specified Agreements.

“Person” shall mean any natural person, corporation, division of a corporation, partnership, trust, joint venture, association, company, estate, unincorporated organization or government or any agency or political subdivision thereof.

“PP&E Credit Agreement Security Interests” shall have the meaning given to such term in the granting clauses.

“PP&E Credit Agreement Secured Obligations” shall mean all Obligations under the Initial PP&E First Lien Term Facility and under or with respect to any other Term Loans under the Credit Agreement, including, in each case, all amounts accruing on or after the commencement of any Insolvency or Liquidation Proceeding relating to any Grantor and all amounts that would have accrued or become due under the terms of the Initial PP&E First Lien Term Facility or such Term Loans but for the effect of the Insolvency or Liquidation Proceeding and irrespective of whether a claim for all or any portion of such amounts is allowable or allowed in such Insolvency or Liquidation Proceeding.

“PP&E Credit Agreement Secured Parties” shall mean the holders of the PP&E Credit Agreement Secured Obligations, including, without limitation, the Collateral Trustee, the Initial PP&E First Lien Agent and the “Term Lenders” (as defined in the Credit Agreement).

“PP&E First Lien Term Facility” means collectively, (i) the Initial PP&E First Lien Term Facility, (ii) any other credit agreement, loan agreement, note agreement, indenture or other agreement evidencing or governing the terms of any Indebtedness or other financial accommodation that has been incurred to extend, replace or refinance in whole or in part the Initial PP&E First Lien Term Facility, in each case in accordance with the terms of the ABL Intercreditor Agreement, as amended, restated, supplemented or otherwise modified from time to time and (iii) any other credit agreement, loan agreement or other agreement with banks or other institutional or commercial lenders providing for loans or other extensions of credit or any indenture or other debt instrument or agreement providing for bonds, notes, other loans or other extensions of credit (including, without limitation, with respect to any Permitted First Priority Refinancing Debt and any Incremental Equivalent Debt), in the case of clauses (ii) and (iii), in each case, that (a) is secured by the Collateral on a *pari passu* basis with the other PP&E First Lien Obligations, (b) is designated as a PP&E First Lien Term Facility by the Borrower in a writing delivered to each ABL Agent and each PP&E Agent and which also contains a certification by the Borrower that the incurrence of the Indebtedness under such credit agreement, loan agreement, note agreement, indenture or other agreement is permitted to be incurred and so

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secured by the Collateral by the ABL Loan Documents and the PP&E Loan Documents and (c) with respect to which each PP&E First Lien Agent that is not already a party hereto with respect to such credit agreement, loan agreement, note agreement, indenture or other agreement executes and delivers to each ABL Agent and each other PP&E Agent a joinder to the ABL Intercreditor Agreement in substantially the form of Exhibit A thereto.

“**Premises**” shall have the meaning given to such term in the granting clauses.

“**Proceeds**” shall mean all amounts, awards or payments payable in respect to all or any part of the Premises in connection with a Casualty or Condemnation thereof (after the deduction therefrom of any and all reasonable expenses incurred in the recovery thereof, including all attorneys’ fees and disbursements, the fees of insurance experts and adjusters and the costs incurred in any litigation or arbitration with respect to such Casualty or Condemnation).

“**Reorganization Plan**” shall have the meaning given to such term in the recitals.

“**Secured Obligations**” shall mean the Borrowing Base Priority Obligations and the PP&E Credit Agreement Secured Obligations.

“**Secured Parties**” shall mean the First Priority Secured Parties and the Collateral Trustee, collectively.

“**Security Interests**” shall mean the PP&E Credit Agreement Security Interests and the ABL Security Interests, each of which shall constitute a separate and distinct class of security interests.

“**Specified Agreements**” means collectively the ABL Loan Facility and the PP&E First Lien Term Facility.

“**Taxes**” shall mean all real estate and personal property taxes, assessments, fees, taxes on rents or rentals, water rates or sewer rents and other governmental charges now or hereafter levied or assessed or imposed against the Mortgagor or any Mortgaged Property or rents therefrom.

“**Tenant**” shall mean any Person liable by contract or otherwise to pay monies (including a percentage of gross income, revenue or profits) pursuant to a Lease.

“**Tenant Guaranty**” shall have the meaning given to such term in Section 13.01.

“**UCC**” shall mean the Uniform Commercial Code as enacted in the State where the Mortgaged Property is located, provided that if by reason of mandatory

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provisions of law, the perfection or the effect of perfection or non-perfection or the priority of any lien in any Mortgaged Property is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State in which the Mortgaged Property is located, "Uniform Commercial Code" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority

Section 1.02. *Other Definitional Provisions.* The words "hereof", "herein", "hereunder", and words of similar import when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage, and Section and Schedule references are to this Mortgage unless otherwise specified.

ARTICLE 2 COVENANTS

Section 2.01. *Payment of Taxes.* In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof (a) in any manner changing or modifying laws now in force governing the taxation of this Mortgage (other than the laws governing income, franchise and similar taxes generally) or the manner of collecting taxes thereon and (b) imposing a tax to be paid by Mortgagee or any Secured Party, either directly or indirectly, on this Mortgage or requiring the amount of taxes to be withheld or deducted therefrom, Mortgagor will promptly notify Mortgagee of such event. In such event Mortgagor shall, to the fullest extent permitted by applicable law, (i) agree to enter into such further instruments as may be reasonably necessary or desirable to obligate Mortgagor to make any applicable additional payments and (ii) Mortgagor shall be obligated to make such additional payments.

Section 2.02. *Alterations.* Except as may be permitted in the Specified Agreements, Mortgagor shall not:

(a) demolish or remove any material portion of any Improvement, unless as may be required by law or such demolition or removal could not reasonably be expected to interfere in any material manner with the business and operations of the Mortgaged Property as currently conducted;

(b) erect any additions to the Improvements or any other structures on the Premises, if such erection could reasonably be expected to interfere, in any material way, with the business and operations of the Mortgaged Property as presently conducted;

(c) commit any waste on the Mortgaged Property or make any alterations to the Mortgaged Property if such waste or alterations could

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reasonably be expected to interfere, in any material way, with the business and operations of the Mortgaged Property as presently conducted;

(d) take any other action with respect to the Mortgaged Property if it would (i) materially increase the risk of fire or any other hazard, (ii) violate the terms of any insurance policy required under Section 2.03 hereof or under any Specified Agreement, or (iii) could reasonably be expected to interfere, in any material way, with the business and operations of the Mortgaged Property as presently conducted;

in each case without the consent of Mortgagee, which consent shall not be unreasonably withheld by Mortgagee.

Section 2.03. *Maintenance of Property; Insurance; Inspection.* Mortgagor shall:

(a) keep the Mortgaged Property in good repair, working order and condition, damage by Casualty and reasonable wear and tear excepted; and perform preventive maintenance thereon, and maintain such licenses, permits and other arrangements with respect thereto, all in accordance with the standards observed by reasonably prudent owners of properties in the same or similar business as Mortgagor;

(b) maintain, pursuant to and in accordance with each Specified Agreement, with financially sound and reputable insurance companies such policies of hazard, casualty and liability insurance in amounts and subject to deductibles or retentions as is required by the Specified Agreements; and

(c) upon the request of Mortgagee, furnish to Mortgagee certificates of insurance or other evidence that the insurance required to be maintained by Mortgagor pursuant hereto is being maintained.

Section 2.04. *Casualty and Condemnation.* If the Mortgaged Property shall be damaged or destroyed in whole or in part by a Casualty or Condemnation, Mortgagor shall give prompt written notice to Mortgagee, generally describing the nature and extent of such Casualty or Condemnation. If an Applicable Notice of Event of Default is in effect, all Proceeds to which Mortgagor or an Affiliate or Subsidiary thereof may be entitled to as a result of a Casualty or Condemnation shall be distributed and applied in accordance with Section 3.04 of the Collateral Trust Agreement.

ARTICLE 3 FORECLOSURE

Section 3.01. *Foreclosure.* If an Applicable Notice of Event of Default is in effect, Mortgagee may at any time proceed, at law or in equity or otherwise but subject to Mortgagor's statutory rights of reinstatement:

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(a) to institute an action to foreclose its interest under the Lien of this Mortgage against the Mortgaged Property in accordance with the provisions of the Illinois Mortgage Foreclosure Act (735 ILCS 5/15-1101 et seq) (the “**Foreclosure Act**”) by judicial foreclosure sale in one proceeding or against portions of the Mortgaged Property in a series of separate proceedings, and to have the same sold under the judgment or decree of a court of competent jurisdiction or proceed to take any of such actions in accordance with the terms of the Foreclosure Act;

(b) to the fullest extent available under applicable law, to cause some or all of the Mortgaged Property, including any Mortgaged Property that constitutes personal property, to be sold or otherwise disposed of under the power of sale hereby granted in any combination and in any manner permitted by applicable law:

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

(ii) *Mortgagee’s Sales of Real Property or Mixed Collateral.* Mortgagee may also or alternatively dispose of some or all of the Mortgaged Property, in any combination consisting of both real and personal property, together in one sale to be held in the manner provided in paragraph (a) above. Mortgagor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property.

(c) Mortgagee may exercise any or all of the remedies granted to a secured party under the Uniform Commercial Code of the State of Illinois (810 ILCS 5/1 et seq); and/or

(d) To take such other action at law or in equity or otherwise for the enforcement of this Mortgage and the realization on the security or any other security herein or elsewhere provided for, in such manner and at such times to the fullest extent permitted by applicable law, and may proceed therein to the extent permitted, and subject to the limitations imposed by law, to final judgment and execution for all sums payable by Mortgagor in accordance with the provisions of the Specified Agreements, and all sums which may have been advanced by Mortgagee in accordance with the provisions of this Mortgage, for Taxes and Other Charges, water or sewer rents, charges or claims, payment on prior liens, insurance or repairs to the Mortgaged Property, all costs of suit, together with

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interest thereon at such interest rate as may be awarded in any judgment obtained by Mortgagee, as the case may be, from and after the date of any foreclosure sale until actual payment is made to Mortgagee of the full amount due Mortgagee, and attorneys' fees through and including all appellate levels or incurred in or in connection with any bankruptcy proceeding involving Mortgagor or any other person or entity.

After an Event of Default has occurred and is continuing, and before taking title to or possession of all or any portion of the Mortgaged Property, Mortgagee may order the performance of environmental assessments of the Mortgaged Property by qualified professionals, the reasonable cost of which shall be borne by Mortgagor and secured hereby.

Section 3.02. *Mortgagor's Waivers.* To the fullest extent permitted by applicable law, it shall not be necessary for Mortgagee to have actual or constructive possession of any part of the Mortgaged Property in order to pass the title to and the right of possession of the Mortgaged Property, and the title to and the right of possession of the Mortgaged Property shall pass to the purchaser or purchasers thereof at any sale hereunder as fully as if the same actually had been present and delivered. To the fullest extent permitted by applicable law, upon foreclosure of this Mortgage, whether by power of sale or any other nonjudicial or judicial foreclosure process, Mortgagor or any Person claiming any part of the Mortgaged Property by, through or under Mortgagor shall not be entitled to direct the order of sale, a marshaling of assets or a sale in inverse order of alienation. The recitals and statements of fact contained in any notice or in any conveyance to the purchaser or purchasers at any sale hereunder shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. In the event of a trustee's sale or foreclosure sale, to the extent that Mortgagor is in possession of the Premises, Mortgagor shall be deemed a tenant at will of the purchaser at such trustee's sale or foreclosure sale and shall be liable for a reasonable rental for the use of the Premises; and if Mortgagor refuses to surrender possession of the Premises upon demand, the purchaser shall be entitled to institute and maintain the statutory action of unlawful detainer and procure a writ of possession thereunder, and Mortgagor expressly waives all damages sustained by reason thereof (other than those caused by gross negligence, willful misconduct or bad faith) and Mortgagor agrees to pay to the purchaser the reasonable costs and expenses (including all reasonable attorneys' fees and expenses) of such action and writ.

Section 3.03. *Recovery of Advances.* To the fullest extent permitted by applicable law and if an Applicable Notice of Event of Default is in effect, Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage and/or any Specified Agreement as they become due, without regard to whether any other Secured Obligations shall be due, and, subject to the limitations

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imposed by law, without prejudice to the right of Mortgagee thereafter to commence an action of foreclosure, a trustee's sale or any other action, for any event of default by Mortgagor existing at the time the earlier action was commenced.

Section 3.04. *Sale.* Upon the completion of any sale or sales of all or any portion of the Mortgaged Property by virtue of this Section, Mortgagee or any officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers, good and sufficient instrument or instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. To the fullest extent permitted by applicable law, any such sale or sales shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties, interests and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all Persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

Section 3.05. *Several Parcels.* To the fullest extent permitted by applicable law, if an Applicable Notice of Event of Default is in effect, Mortgagee shall have the right to sell all or any portion of the Mortgaged Property or of the Other Mortgaged Properties (subject to the terms of the Other Mortgages) in such order as it may determine, and the right of sale hereunder shall not be exhausted by one or more sales, but to the fullest extent permitted by applicable law successive sales may be had until all of the Mortgaged Property and the Other Mortgaged Properties have been legally sold. To the fullest extent permitted by applicable law, in the event any sale hereunder is not completed or is defective in the opinion of Trustee or Mortgagee, such sale shall not exhaust the power of sale hereunder, and Trustee and/or Mortgagee shall have the right to cause a subsequent sale or sales.

Section 3.06. *Mortgagee Authorized to Execute Instruments.* Mortgagor irrevocably appoints (which appointment is coupled with an interest) Mortgagee the true and lawful attorney-in-fact of Mortgagor, in its name and stead and on its behalf, for the purpose of effectuating any sale, assignment, transfer or delivery for the enforcement of this Mortgage if an Applicable Notice of Event of Default is in effect, to execute and deliver all such deeds, assignments, bills of sale and other instruments (without recourse, warranty or representation of any kind) as may be necessary or, in the reasonable judgment of the Mortgagee, desirable, with full power of substitution, Mortgagor hereby ratifying and confirming all that such attorney or any substitutes thereof shall lawfully do by virtue hereof. Nevertheless, if so requested by Mortgagee or any purchaser, Mortgagor shall ratify and confirm any such sale, assignment, transfer or delivery by executing and delivering to Mortgagee or such purchaser all deeds, assignments, bills of sale, releases and other proper instruments (which in each case shall be without recourse to or representation or warranty by Mortgagor) to effect such ratification and confirmation as may be reasonably designated in any such request.

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Section 3.07. *Purchase of Mortgaged Property by Mortgagee.* Mortgagee, or any nominee of Mortgagee may be a purchaser of the Mortgaged Property or of any interest therein at any sale thereof, and Mortgagee may apply to the purchase price all or any part of the Secured Obligations secured hereby in lieu of payment in cash of the amount of such Secured Obligations applied. Any such purchaser shall, upon any such purchase, acquire good title to the property so purchased, free of the Lien of this Mortgage and free of all rights of redemption in Mortgagor.

Section 3.08. *Receipt of Sufficient Discharge to Purchaser.* Upon any sale of the Mortgaged Property after the Secured Obligations, or any of them, become due and payable, whether at maturity, by declaration of acceleration or by automatic acceleration if an Applicable Notice of Event of Default is in effect, or otherwise, the receipt of Mortgagee or the receipt of the officer making the sale under judicial proceedings shall, to the full extent legally permitted, be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obligated to see to the application thereof.

Section 3.09. *Waiver of Marshaling, Appraisal, Valuation.* Mortgagor hereby waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Mortgagor, including a holder of a Lien subordinate to the Lien created hereby (without implying that Mortgagor has, except as expressly provided herein a right to grant an interest in, or a subordinate Lien on, the Mortgaged Property or any part thereof), by acceptance of its interest or Lien agrees that it shall be bound by the above waiver, as if it gave the waiver itself. Mortgagor also hereby waives, to the full extent it may lawfully do so, the benefit of all laws providing for rights of appraisal, valuation, stay or extension or of redemption after foreclosure now or hereafter in force.

Section 3.10. *Sale Shall be a Bar Against Mortgagor.* The sale of all or any portion of the Mortgaged Property in connection with the exercise of remedies under this Mortgage if an Applicable Notice of Event of Default is in effect, shall, to the full extent legally permitted, forever be a perpetual bar against Mortgagor's asserting any claim to title to such portion of the Mortgaged Property so sold.

Section 3.11. *Application of Sale Proceeds.* The proceeds of any sale made under or by virtue of this Section, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this section or otherwise, shall be applied by Mortgagee in accordance with Section 3.04 of the Collateral Trust Agreement.

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ARTICLE 4

APPOINTMENT OF RECEIVER

If an Applicable Notice of Event of Default is in effect, Mortgagee shall, to the fullest extent permitted by applicable law, as a matter of right, be entitled to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged Property or otherwise, and Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

ARTICLE 5

POSSESSION, MANAGEMENT AND INCOME UPON DEFAULT

If an Applicable Notice of Event of Default is in effect:

(a) Mortgagee, with such notice, if any, to Mortgagor as required by law or as Mortgagee considers reasonable and appropriate in the circumstances, and subject to the rights of Tenants and the other parties to any Operating Agreements and to the fullest extent permitted by applicable law and subject to the rights, powers, immunities and duties set forth in Sections 15-1701, 15-1702 and 15-1703 of the Foreclosure Act, may immediately enter upon and take possession of the Premises by self-help, summary proceedings, ejectment or otherwise, and may remove Mortgagor and all other Persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto. Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except (a) for its gross negligence or willful misconduct or (b) to the fullest extent required by applicable law, and except that any amounts so received by Mortgagee shall be applied as set forth in Section 3.04 of the Collateral Trust Agreement; and

(b) upon every taking of possession pursuant to this Section, Mortgagee may (but shall have no obligation to), from time to time, at the expense of Mortgagor and such expenses to constitute part of the Secured Obligations, make all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Premises, as, in the reasonable judgment of the Mortgagee, it may deem proper. In such case, Mortgagee, to the fullest extent permitted by applicable law, shall have the right to manage, control, use, operate, store, lease or otherwise deal with the Mortgaged Property and to carry on the business and exercise all the rights and powers of Mortgagor relating thereto, as shall, in the reasonable judgment of Mortgagee, be deemed best, including the right to enter into any and all such agreements with respect to the management, cleaning, control, use, operation, storage, leasing of or otherwise dealing with the Mortgaged Property, or any part thereof, as may, in the reasonable judgment of the Mortgagee, be deemed best; and, to the fullest extent permitted by applicable law, Mortgagee shall be entitled to collect and receive all

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tolls, rents, revenues, issues, income, products and profits of the Mortgaged Property and every part thereof. Such tolls, rents, revenues, issues, income, products and profits shall be applied in accordance with Section 3.04 of the Collateral Trust Agreement.

ARTICLE 6

RIGHT OF MORTGAGEE TO PERFORM MORTGAGOR'S COVENANTS

If an Applicable Notice of Event of Default is in effect, and Mortgagor shall fail to make any payment or perform any act required to be made or performed hereunder or under any other Specified Agreement, Mortgagee, upon notice to Mortgagor and upon the expiration of any applicable grace or cure period, if any (except in cases of emergency that threatens bodily injury or material damage to property, in which case Mortgagee will allow such notice and grace or cure period, if any, as is reasonable under the circumstances), but without waiving or releasing any obligation, default or event of default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Mortgagor, and, to the fullest extent permitted by applicable law, may enter upon the Premises for such purpose and take all such action thereon as, in the judgment of Mortgagee, may be reasonably necessary or appropriate therefor, subject to the rights of Tenants and other parties under Operating Agreements. All sums so paid by Mortgagee and all reasonable costs and expenses (including all attorneys' fees and expenses) so incurred, together with interest thereon at the Default Rate from the date of payment by Mortgagee until paid, shall constitute part of the additional indebtedness secured by this Mortgage and shall be paid by Mortgagor to Mortgagee upon demand therefor.

ARTICLE 7

REMEDIES CUMULATIVE

To the fullest extent permitted by applicable law, each right, power and remedy of Mortgagee provided for in this Mortgage, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or any Specified Agreement or now or hereafter existing at law or in equity or by statute (including the Uniform Commercial Code as enacted in the State where the Mortgaged Property is located) or otherwise, and the exercise by the Trustee or the Mortgagee of any one or more of the rights, powers or remedies provided for in this Mortgage or any Specified Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Mortgagee, to the fullest extent permitted by applicable law, of any or all of such other rights, powers or remedies.

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ARTICLE 8 GOVERNING LAW

This Mortgage shall be governed by, and construed and interpreted in accordance with, the laws of the State or Commonwealth in which the Premises are located.

ARTICLE 9 NO WAIVER

No failure by Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in full force and effect, or shall affect or alter the rights of Mortgagee with respect to any other then-existing or subsequent breach. Neither Mortgagor nor any other Person now or hereafter obligated to pay all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor, or of any other Person so obligated, to take action to foreclose on this Mortgage or otherwise to enforce any provisions of this Mortgage or any other Specified Agreement or by reason of the release, regardless of consideration, of all or any part of the security held for the Secured Obligations secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of any of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of this Mortgage or the Secured Obligations without first having obtained the consent of Mortgagor or such other Persons.

ARTICLE 10 FIXTURE FILING

To the extent that the Mortgaged Property includes goods or items of personal property which are or are to become fixtures under applicable law, and to the extent permitted under applicable law, the filing of this Mortgage in the real estate records of the county in which the Mortgaged Property is located shall also operate from the time of filing as, and shall constitute, a fixture filing in accordance with Section 5/9-102(b) of the UCC with respect to such Mortgaged Property, and the following information is applicable for the purpose of such fixture filing, to wit:

(a) Name and Address of the debtor: Federal-Mogul Vehicle Components Solutions, Inc., 26555 Northwestern Highway, Southfield, Michigan 48034.

(b) Name and Address of the secured party: Citibank, N.A., 388 Greenwich Street, 20th Floor, New York, New York 10013.

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(c) This document covers goods or items of personal property which are or are to become “fixtures”.

(d) The name of the record owner of the real estate on which such fixtures are or are to be located is Federal-Mogul Vehicle Components Solutions, Inc.

(e) The organizational number for debtor is 9786835.

ARTICLE 11

EXPENSES OF MORTGAGEE

Section 11.01. *Expenses of Defending the Mortgage.* If any action, suit or other proceeding affecting the Mortgaged Property or any part thereof shall be commenced in which action, suit or proceeding Mortgagee is made a party or participates or in which the right to use the Mortgaged Property or any part thereof is threatened, or in which it becomes necessary in the reasonable judgment of Mortgagee to defend or uphold the interest of Mortgagee under this Mortgage (including any action, suit or proceeding to establish or uphold the compliance of the Improvements with any requirements of applicable law), then all out-of-pocket amounts reasonably paid or incurred by Mortgagee for the expense of any such action, suit or other proceeding or to protect its rights therein (whether or not Mortgagee is made or becomes a party thereto) or otherwise to enforce or defend the rights and Lien created by this Mortgage (including all reasonable attorneys’ fees and expenses), shall be paid by Mortgagor upon demand and, if not paid within ten (10) days of the giving of such demand, shall bear interest at the Default Rate from the date of the payment or incurring thereof, and any such amount and the interest thereon shall be a Lien on the Mortgaged Property, prior to any right, or right to, interest in, or claim upon the Mortgaged Property attaching or accruing subsequent to or otherwise subordinate to the Lien of this Mortgage, and the same shall be deemed to be Secured Obligations secured hereby.

Section 11.02. *Expenses of Collection.* Mortgagor agrees to pay all reasonable costs associated therewith incurred by Mortgagee, either with or without the institution of an action, suit or other proceeding, in addition to all reasonable costs, disbursements and allowances to the fullest extent permitted by applicable law, all such costs to be paid upon demand, together with interest thereon at the Default Rate from the date of notice, and the same shall be deemed to be part of the Secured Obligations secured hereby.

ARTICLE 12

MISCELLANEOUS

Section 12.01. *Miscellaneous.* This Mortgage may be amended only by an instrument in writing signed by the party against which enforcement is sought. This Mortgage shall be binding upon each of Mortgagor, Trustee and Mortgagee

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and their respective successors and permitted assigns and all Persons claiming under or through Mortgagor or Mortgagee or any such successors or permitted assigns, and shall inure to the benefit of and be enforceable by Mortgagor and Mortgagee and their respective successors and permitted assigns. This Mortgage may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. It is the intention and agreement of Mortgagor and Mortgagee there shall be no merger of this Mortgage and any estate in the Premises, by reason of the fact that the same Person may own or hold the Premises and/or this Mortgage.

ARTICLE 13

ASSIGNMENT OF RENTS AND MORTGAGOR'S INTEREST IN LEASES

Section 13.01. *Assignment of Leases, Operating Agreements and Tenant Guaranties*. Subject to the provisions of Section 13.03, below:

(a) Mortgagor hereby pledges, grants, sells, assigns, conveys, delivers, transfers, hypothecates and sets over to Mortgagee, for the benefit of the PP&E Credit Agreement Secured Parties, to the fullest extent permitted by applicable law or the terms hereof and subject to the terms and conditions hereof and the limitations, if any, set forth in the Leases, Operating Agreements and Tenant Guaranties described in the Lease Collateral, the Lease Collateral;

(b) Mortgagor hereby pledges, grants, sells, assigns, conveys, delivers, transfers, hypothecates and sets over to Mortgagee, for the benefit of the ABL Secured Parties, to the fullest extent permitted by applicable law or the terms hereof and subject to the terms and conditions hereof and the limitations, if any, set forth in the Leases, Operating Agreements and Tenant Guaranties described in the Lease Collateral, the Lease Collateral;

(c) For purposes of this Section, "**Lease Collateral**" means (i) all of Mortgagor's right, title and interest, now or hereafter acquired in and to any and all existing Leases and Operating Agreements and any Leases and Operating Agreements that may hereafter be entered into by or on behalf of Mortgagor, and any modifications, renewals, extensions or replacements thereof, and any guaranties of the Tenant's obligations under any Lease (each such guaranty, a "**Tenant Guaranty**" and collectively "**Tenant Guaranties**") and (ii) all right, title and interest of Mortgagor thereunder, including all claim, right and demand to receive, collect and retain all rents and all other amounts due thereunder and under any modifications, renewals or extensions thereof, including:

(A) the immediate and continuing right to receive and collect all amounts payable by all Tenants, subtenants or other parties pursuant to the Leases, Operating Agreements and Tenant Guaranties, including

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(1) all rents (including all amounts payable to Mortgagor on account of maintenance, repairs, taxes, insurance and common area charges or similar charges), income, revenues, issues, profits, insurance proceeds, condemnation awards and other payments, tenders and security payable to or receivable by Mortgagor under the Leases and the Operating Agreements,

(2) all damages or other amounts payable in the event of any disposition, expiration or termination of any Lease or Operating Agreement pursuant to the terms thereof, by operation of law or otherwise,

(3) any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Mortgagor under any Lease or Operating Agreement or otherwise,

(4) any award in the event of the bankruptcy of any Tenant or guarantor of a Lease or Operating Agreement and

(5) any security deposits, other security instruments, other deposits or prepayments with respect to any such Lease or Operating Agreement;

(B) all claims, rights, powers, privileges and remedies of Mortgagor, whether provided for in any Lease, Operating Agreement or Tenant Guaranty or arising by statute or at law or in equity or otherwise, consequent to any failure on the part of any Tenant to perform or comply with any term of any Lease or any other party to comply with any Operating Agreement or any Tenant Guaranty;

(C) all right to take all action upon the happening of a default under any Lease, Operating Agreement or Tenant Guaranty as shall be permitted by any such Lease, Operating Agreement, Tenant Guaranty, or by law, including the commencement, conduct and consummation of proceedings at law or in equity; and

(D) the full power and authority, in the name of Mortgagor or otherwise, to enforce, collect, receive and make receipt for any and all of the foregoing and to do any and all other acts and things whatsoever that Mortgagor is or may be entitled to do under any Lease, Operating Agreement or Tenant Guaranty.

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Section 13.02. *Application of Proceeds.* All Proceeds of the Lease Collateral received by the Mortgagee hereunder while an Applicable Notice of Event of Default is in effect shall be held and applied in accordance with Section 3.04 of the Collateral Trust Agreement.

Section 13.03. *Present Assignment; License of Mortgagor.* (a) This Section constitutes present, absolute, effective, irrevocable and completed assignments by Mortgagor to Mortgagee of the Lease Collateral and the right, subject to applicable law, to collect all sums payable to Mortgagor thereunder and apply the same in accordance with Section 13.02, which is not conditioned upon Mortgagee being in possession of the Premises. However, so long as no Applicable Notice of Event of Default is in effect, Mortgagor shall have a license to enforce the obligations of Tenants under the Leases and of parties under the Operating Agreements, and to exercise all the rights and remedies of the landlord under the Leases, the Operating Agreements and the Tenant Guaranties (including, without limitation, the right to receive all rents and other amounts described above), subject, however, to compliance with the provisions of this Mortgage and the other Specified Agreements.

(b) If any Applicable Notice of Event of Default is in effect, the license granted in Section 13.03(a) shall immediately, to the fullest extent permitted by applicable law, cease and terminate, without waiver of any event of default, with or without notice, and without any action or proceeding or the intervention of a receiver appointed by a court, and Mortgagee or an agent or receiver appointed by Mortgagee may, to the fullest extent permitted by applicable law, without regard for the adequacy of the security for the Secured Obligations and the Tenant Guaranties, the commission of waste or the solvency of Mortgagor, without limiting any of the Mortgagee's rights and remedies under any of the Specified Agreements or otherwise available at law or in equity and subject to applicable statutory requirements, if any, do any or all of the following:

(i) exercise any of Mortgagor's rights under the Leases, Operating Agreements and Tenant Guaranties;

(ii) enforce the Leases, Operating Agreements and Tenant Guaranties;

(iii) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all rents or other payments that may then be or may thereafter become due, owing or payable with respect to the Leases, Operating Agreements and Tenant Guaranties;

(iv) demand that any sums held by Mortgagor with respect to any Lease, Operating Agreement or Tenant Guaranties (including any security deposits, other deposits or prepayments) be immediately remitted to Mortgagee;

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(v) generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Leases, Operating Agreements and Tenant Guaranties; and

(vi) enter into possession of the Mortgaged Property in accordance with the terms of this Mortgage, the Collateral Trust Agreement and the Specified Agreements for the purposes of exercising its rights under subsections (i) through (v) above.

Section 13.04. *Payment by Tenants.* (a) Mortgagor hereby irrevocably authorizes and directs each Tenant under a Lease and each other party under an Operating Agreement or Tenant Guaranty, at the request of Mortgagee if an Applicable Notice of Event of Default is in effect, and to the fullest extent permitted by applicable law, to pay by direct deposit to an account as the Mortgagee may from time to time designate) all rents, issues and profits accruing or due under such Tenant's Lease or such other party's Operating Agreement or Tenant Guaranty.

(b) If an Applicable Notice of Event of Default is in effect, then:

(i) Mortgagor hereby irrevocably authorizes Mortgagee to notify each Tenant under a Lease and each other party under an Operating Agreement or Tenant Guaranty for the purposes contemplated by clause (a) above.

(ii) Prior to receiving any notice from Mortgagee's exercise of its rights under clause (a) above, Mortgagor shall have the right to receive payments from Tenants and the other party or parties to each Operating Agreement only in accordance with and subject to the terms of the other Specified Agreements.

Section 13.05. *No Release.* Mortgagor at its expense will prudently enforce in all material respects each of the Leases, Operating Agreements and Tenant Guaranties in accordance with their terms. Neither the execution and delivery of the Other Mortgages or any other Specified Agreement nor any action or inaction on the part of Mortgagee shall release (a) any Tenant from its Lease, (b) any party from its Operating Agreement, (c) any guarantor from any Tenant Guaranty or (d) Mortgagor from any of its obligations under the Leases or the Operating Agreements, or constitute an assumption of any such obligation on the part of Mortgagee. No action or failure to act on the part of Mortgagor shall adversely affect or limit the rights of Mortgagee under this Mortgage or, through this Mortgage, under the Leases, the Operating Agreements or the Tenant Guaranties.

Section 13.06. *Rights, Powers and Privileges of Mortgagee Irrevocable.* During the term hereof, all rights, powers and privileges of Mortgagee herein set

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forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof. To the fullest extent permitted by applicable law, Mortgagor hereby waives any requirement that Mortgagee commence any foreclosure proceeding with respect to any or all of the Mortgaged Property or to any or all of the other properties and collateral securing payment of the Secured Obligations prior to enforcement of any remedies pursuant to this Section, including the right to commence and prosecute an action to appoint a receiver for rents and all other amounts due under any Leases, Operating Agreements or Tenant Guaranties. Mortgagor will, from time to time, upon request of Mortgagee, at Mortgagor's sole cost and expense, execute all instruments and further assurances and all supplemental instruments and take all such action as Mortgagee from time to time may reasonably request in order to perfect, preserve and protect the interests intended to be assigned to Mortgagee hereby or to enable Mortgagee to exercise or enforce its rights hereunder.

Section 13.07. *No Subordination or Amendment.* Mortgagor hereby agrees that, except as permitted in any Specified Agreement, it will not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the Leases, Operating Agreements or Tenant Guaranties in any manner that would violate this Mortgage or any other Specified Agreement. If any of the Leases, Operating Agreements or Tenant Guaranties shall be amended as permitted hereby or thereby, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

Section 13.08. *Termination of Assignment.* Security interest in Lease Collateral shall terminate as provided in Article 19.

Section 13.09. *Mortgagee Not Obligated Under Lease, Operating Agreement or Tenant Guaranty.* This Section shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Lease, Operating Agreement or Tenant Guaranty or otherwise impose any obligation upon Mortgagee. Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Premises or from any other act or omission of Mortgagee in managing the Premises while an Applicable Notice of Event of Default is in effect, unless such loss is caused by the negligence, willful misconduct or bad faith of Mortgagee. This Section shall not operate to place any obligation or liability for the control or repair of the Premises upon Mortgagee, nor for the carrying out of any of the terms and conditions of the Leases or any Tenant Guaranty; nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Premises, including the presence of Materials of Environmental Concern, or for any negligence by any Person other than Mortgagee in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing in this Section shall be construed as

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constituting Mortgagee a “mortgagee in possession” in the absence of the taking of actual possession of the Premises by Mortgagee.

Section 13.10. *Subrogation.* If an Applicable Notice of Event of Default is in effect, Mortgagee shall, to the fullest extent permitted by applicable law, have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, Operating Agreement or Tenant Guaranty by or on behalf of any lessee or other party thereunder, including the right to file and prosecute, to the exclusion of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease or any other party under any Operating Agreement or Tenant Guaranty under the Bankruptcy Code.

Section 13.11. *Bankruptcy.* If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code, and Mortgagor, as lessor under any Lease or Operating Agreement, shall determine to reject such Lease or Operating Agreement pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than ten (10) days’ prior notice of the date on which Mortgagor shall apply to the bankruptcy court for authority to reject such Lease or Operating Agreement. Mortgagee shall have the right, but not the obligation, to serve upon Mortgagor within such ten-day period a notice stating that

(a) Mortgagee demands that Mortgagor assume and assign such Lease or Operating Agreement to Mortgagee pursuant to Section 365 of the Bankruptcy Code and

(b) Mortgagee covenants to cure or provide adequate assurance of future performance under such Lease or Operating Agreement.

If Mortgagee serves upon Mortgagor the notice described in the preceding sentence, Mortgagor shall not seek to reject such Lease or Operating Agreement and shall comply with the demand provided for in clause (a) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Mortgagee of the covenant provided for in clause (b) of the preceding sentence.

ARTICLE 14

STATE SPECIFIC PROVISIONS

Section 14.01. *Power of a Receiver.* The powers of a receiver listed in 735 ILCS 5/15-1704 shall be added to all the powers of a receiver listed in the Mortgage subject to any express limitations on such powers in the Mortgage.

Section 14.02. *Compliance with Illinois Mortgage Foreclosure Law.* (i) Notwithstanding anything to the contrary herein, any foreclosure of all or any portion of the lien of this Mortgage shall be in accordance with the Illinois

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Mortgage Foreclosure Act, 735 ICLS 5/15-1101 et seq., as from time to time amended (the "Act"). If any provision in this Mortgage shall be inconsistent with any non-waivable provision of the Act, the non-waivable provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee or a receiver any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under the Act in the absence of said provision, Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Security Instrument, shall be added to the Indebtedness and/or by the judgment of foreclosure.

Section 14.03. *Use of Proceeds.* The Mortgagor hereby represents and warrants that the proceeds of the loans secured herein will be used for business purposes and that the indebtedness secured hereby constitutes a business loan. The Mortgagor represents and agrees that the obligations secured hereby: (i) constitute a business loan which comes within the purview of subparagraphs (1)(a) or (1)(c) of 815 ILCS 205/4, and a loan secured by a mortgage on real estate which comes within the purview of subparagraph (1)(l) of 815 ILCS 205/4, (ii) are exempted from transactions under the Truth-in-Lending Act, 15 U.S.C. Secs. 1601, et seq.

Section 14.04. *Subordination of Property Manager's Lien.* Any property management agreement for or relating to all or any part of the Mortgaged Property, whether now in effect or entered into hereafter by the Mortgagor or any Mortgagee of the Mortgagor, with a property manager shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the Loan Documents any and all mechanics' lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law (including, without limitation, 770 ILCS 60/0.01). Such property management agreement or a short form thereof including such subordination shall, at the Mortgagee's request, be recorded with the Office of the Recorder of Deeds for the county in which the Premises are located.

Section 14.05. *Maximum Amount Secured.* The maximum principal amount Secured Obligations secured by the Mortgage is \$6,300,000,000.

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ARTICLE 15

NOTICES

Section 15.01. *Notices.* All notices, requests and demands to or upon the Collateral Trustee or the Mortgagor hereunder shall be effected in the manner provided for in Section 6.01 of the Collateral Trust Agreement; *provided* that any such notice, request or demand to or upon any Subsidiary Grantor shall be addressed to such Subsidiary Grantor c/o the Borrower and that any such notice, request or demand to or upon the Collateral Trustee shall be addressed to the Collateral Trustee at its notice address set forth in the Collateral Trust Agreement.

ARTICLE 16

WAIVER OF JURY TRIAL; WAIVER OF CLAIMS

Section 16.01. *Trial by Jury.* Mortgagor and Mortgagee hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this Mortgage or for any counterclaim therein.

Section 16.02. *Submission to Jurisdiction; Waivers.* Mortgagor hereby irrevocably and unconditionally:

(a) submits for itself and the Mortgaged Property in any legal action or proceeding relating to this Mortgage or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to Mortgagor at its address referred to in Section 15.01 or at such other address of which Mortgagee shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner to the fullest extent permitted by applicable law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the fullest extent not prohibited by applicable law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

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ARTICLE 17 SEVERABILITY

Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

ARTICLE 18 LAST DOLLARS SECURED

This Mortgage secures only a portion of the Secured Obligations owing or which may become owing by Mortgagor. The parties agree that any payments or repayments of such Secured Obligations by Mortgagor shall be and be deemed to be applied first to the portion of the Secured Obligations that is not secured hereby, it being the parties' intent that the portion of the Secured Obligations last remaining unpaid shall be secured hereby.

ARTICLE 19 RELEASES OR RECONVEYANCES

Section 19.01. *Releases or Reconveyances.* Mortgagee shall release or reconvey the Mortgaged Property upon the conditions, and in accordance with the procedures, set forth below:

- (a) The PP&E Credit Agreement Security Interest shall terminate on the Discharge of PP&E Credit Agreement Secured Obligations.
- (b) The ABL Security Interest shall terminate on the Discharge of Borrowing Base Priority Obligations.
- (c) If any of the Mortgaged Property or Lease Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by each of the Specified Agreements (but other than to any other Grantor) or if all of the beneficial interests of Mortgagor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Specified Agreements (but other than to any other Grantor), then each of the Security Interests on such Mortgaged Property or Lease Collateral (but not on any Proceeds thereof) shall be automatically released upon the consummation of such sale, transfer or other disposition. The Collateral Trustee, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable to evidence the release of the Security Interests on such Mortgaged Property or Lease Collateral effected pursuant to this Section 19.01(c); *provided* that as a condition precedent to the execution of any such releases or other documents, the Borrower shall have delivered to the Collateral Trustee, at least ten Business Days prior to the date of the relevant proposed

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release pursuant to this Section 19.01(c), a written request for release identifying the relevant Grantor, together with a certification by the Borrower stating that such transaction is in compliance with the Specified Agreements.

(d) Upon the termination of any Security Interests in accordance with any of clauses (a) through (c) above, the Mortgaged Property or Lease Collateral (as applicable) shall be released from such Security Interests.

(e) Upon the termination of any Security Interests in accordance with any of clauses (a) and (b) above, at the request and sole expense of Mortgagor, the Mortgagee shall execute and deliver to Mortgagor such documents as Mortgagor shall reasonably request to evidence such partial termination.

(f) Upon the occurrence of the Final Release Date, this Mortgage and all obligations (other than those expressly stated to survive such termination) of the Mortgagor shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Mortgaged Property and Lease Collateral shall revert to Mortgagor. At the request and sole expense of any Grantor following the Final Release Date, the Collateral Trustee shall execute and deliver to Mortgagor such documents as Mortgagor shall reasonably request to evidence such termination.

ARTICLE 20

FURTHER ASSURANCES

To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees upon demand of Mortgagee to do any act or execute any additional documents as may be reasonably required by Mortgagee to confirm the rights or benefits conferred on Mortgagee by this Mortgage.

ARTICLE 21

SECURITY INTERESTS

Section 21.01. *Separate Security Interests.* The security interests created herein are separate and distinct security interests in the Mortgaged Property and Lease Collateral, and the grant of each such security interest by Mortgagor constitutes a separate and distinct grant of a security interest from the grant of each other security interest by Mortgagor.

Section 21.02. *Ranking of Security Interests; Intercreditor Agreement.* (a) The relative priority of the Security Interests are set forth in the Intercreditor Agreements. In addition, the rights and remedies of the holders of each of the Secured Obligations with respect to the Mortgaged Property and Lease Collateral are subject in all respects to the terms and provisions of the Intercreditor Agreements. The parties hereto acknowledge and agree that this agreement (i) as it relates to the PP&E Credit Agreement Secured Obligations is a "PP&E First Lien Security Document" for purposes of the ABL Intercreditor Agreement, and

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(ii) as it relates to the Borrowing Base Priority Obligations is an “ABL Security Document” for purposes of the ABL Intercreditor Agreement.

(b) The respective rights of the holders of the different Secured Obligations secured by the Security Interests shall be governed by the Specified Agreements.

ARTICLE 22

CONFLICTS WITH COLLATERAL TRUST AGREEMENT AND INTERCREDITOR AGREEMENT

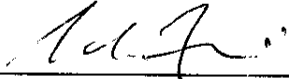
Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or patent inconsistency between the terms of this Mortgage and the Collateral Trust and Intercreditor Agreements, the terms of the Collateral Trust and Intercreditor Agreements shall govern and apply.

Mortgagor hereby acknowledges receipt, without charge, of a true copy of this Mortgage.

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have on the date set forth in the acknowledgement hereto caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR: FEDERAL-MOGUL MOTORPARTS CORPORATION, a Delaware corporation

By: 

Name: James C. Zabriskie

Title: President and Treasurer

MORTGAGEE: CITIBANK, N.A., as Collateral Trustee

By: _____

Name:

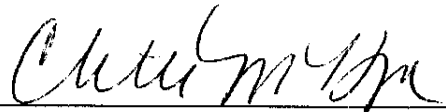
Title:

Property of Cook County Clerk's Office

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STATE OF)
) : ss.
COUNTY OF)

On the 30th day of June in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared, J. Zabriskie, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instruments.

By: 

My Commission Expires: _____

CHRISTINE M. HUGHES
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 17, 2019
ACTING IN COUNTY OF Oakland

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor and Mortgagee have on the date set forth in the acknowledgement hereto caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

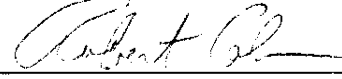
MORTGAGOR: FEDERAL-MOGUL MOTORPARTS CORPORATION, a Delaware corporation

By: _____

Name:

Title:

MORTGAGEE: CITIBANK, N.A., as Collateral Trustee

By: 

Name: ROBERT COHEN

Title: VICE PRESIDENT

Property of Cook County Clerk's Office

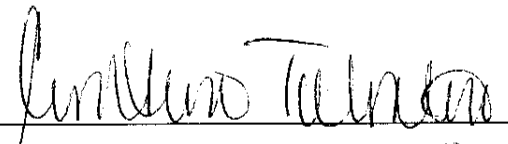
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STATE OF NY)

: ss.

COUNTY OF NY)

On the 3th day of June in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared, Robert Cohen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (~~are~~) subscribed in the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (~~ies~~), and that by his/her/their signature(s), on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instruments.

By: 
My Commission Expires: June 18, 2015

This instrument prepared (in consultation with local Illinois counsel) by, and after recording return to:
Real Estate Department
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017

CYNTHIA TOLENTINO
Notary Public - State of New York
No. 01TO6168868
Qualified in Queens County
My Commission Expires June 18, 2015
EA

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EXHIBIT A Description of Land

LOT 1 OF H&M REALTY SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Address: 7450 N McCormack Blvd, Skokie, IL

Parcel Identification Number: 10-26-402-058-0000

Property of Cook County Clerk's Office