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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



**Doc#:** 1420618067 **Fee:** \$104.00  
RHSP Fee:\$9.00 RPRF Fee: \$1.00  
Karen A.Yarbrough  
Cook County Recorder of Deeds  
Date: 07/25/2014 11:42 AM Pg: 1 of 34

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **FIN:** 12-10-100-121-0000

**Address:**

**Street:** 5300 N. River Road

**Street line 2:**

**City:** Rosemont

**State:** IL

**ZIP Code:** 60018

**Lender:** Deutsche Bank AG New York Branch

**Borrower:** LCO Hotel, LLC

**Loan / Mortgage Amount:** \$77,600,000.00

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

**Certificate number:** 7F20D246-EC6C-4A8C-B179-BDD24C464006

**Execution date:** 07/24/2014

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**THIS INSTRUMENT  
PREPARED BY AND WHEN  
RECORDED, RETURN TO:**

Audrey Sokoloff, Esq.  
Skadden, Arps, Slate, Meagher &  
Flom LLP  
Four Times Square  
New York, New York 10036

TO BE RECORDED IN THE  
MORTGAGE RECORDS OF  
COOK COUNTY, ILLINOIS

**COLLATERAL IS OR INCLUDES FIXTURES**

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

THIS MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES, RENTS, HOTEL REVENUE AND SECURITY DEPOSITS, dated as of July 24, 2014 and shall be effective July 24, 2014 (together with all amendments and supplements, this **Security Instrument**), is made by LCO HOTEL, LLC, a Delaware limited liability company (**Borrower**), having an office c/o Loews Hotels Holding Corporation, 667 Madison Avenue, New York, New York 10065, to DEUTSCHE BANK AG NEW YORK BRANCH, a New York banking corporation, having an address at 60 Wall Street, 10th Floor, New York, New York 10005 (together with its successors and assigns, **Agent**), as administrative agent for the benefit of the Lenders.

## RECITALS

WHEREAS, Borrower is the owner of (i) the real property commonly known as Loews Chicago O'Hare Hotel located in Rosemont, Illinois and Chicago, Illinois, such ownership interest being comprised of a fee simple interest in the land described in **Exhibit A** attached hereto and made a part hereof (the **Land**) and (ii) title to the Improvements (as hereinafter defined) (collectively, the **Property Assets**);

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WHEREAS, pursuant to a Loan and Security Agreement (together with all amendments, replacements and supplements, the Loan Agreement), dated the date hereof, by and among Agent, Borrower, and the Lenders, Agent has agreed to make a loan (the Loan) in the maximum principal amount of \$77,600,000.00 as evidenced by a Promissory Note (together with all amendments, replacements and supplements, the Note), dated the date hereof, made by Borrower, as maker; and

WHEREAS, Borrower and Agent intend these Recitals to be a material part of this Security Instrument.

## SECURED INDEBTEDNESS

NOW, THEREFORE, in consideration of the Loan to Borrower evidenced by the Note and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

### TO SECURE:

(i) payment and performance of all covenants, conditions, liabilities and obligations of Borrower to Agent contained in the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement); and

(ii) payment of the indebtedness evidenced by the Note plus all interest and all fees, including, without limitation, the Prepayment Premium (as defined in the Loan Agreement) payable thereunder; and

(iii) payment and performance of all covenants, conditions, liabilities and obligations contained in this Security Instrument and any extensions, renewals or modifications hereof; and

(iv) payment and performance of all covenants, conditions, liabilities and obligations of Borrower contained in the Assignment of Leases, Rents, Hotel Revenues and Security Deposits, dated as of the date hereof (together with any extensions, renewals or modifications thereof, the Assignment of Leases), between Borrower, as assignor, and Agent, as assignee; and

(v) payment and performance of all covenants, conditions, liabilities and obligations of Borrower contained in each of the other Loan Documents; and

(vi) without limiting the foregoing, payment of all present and future indebtedness, liabilities of Borrower, and amounts from time to time incurred by Agent pursuant to the Note, this Security Instrument, the Loan Agreement or such other Loan Documents, even if the aggregate amount of the monetary obligation outstanding at any one time exceeds the face amount of the Note and, including, without limitation, future advances and other future indebtedness made pursuant to the Loan Agreement or other Loan Documents (whether any such advances or indebtedness are obligatory or made at Agent's

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option) to the same extent and with the same priority as if any such future advance had been made on the date hereof (all of the foregoing indebtedness, monetary liabilities and obligations set forth in clauses (i) through (v) above and this clause (vi), collectively, the **Indebtedness** and the payment of the Indebtedness together with the payment and performance of all other covenants, conditions, liabilities and obligations described and set forth in clauses (i) through this clause (vi), collectively, the **Obligations**).

## GRANTING CLAUSES

NOW, THEREFORE, THIS SECURITY INSTRUMENT WITNESSETH: that Borrower, in consideration of the premises, the Indebtedness evidenced by the Note, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby irrevocably grant and create a first priority lien on and subject to the Permitted Encumbrances and the provisions hereof and of the other Loan Documents, and does hereby GRANT, BARGAIN, SELL, TRANSFER, SET OVER, ASSIGN, CONVEY, MORTGAGE, GRANT A SECURITY INTEREST IN, AND PLEDGE TO AGENT, and its successors and assigns forever, all of Borrower's estate, right, title and interest now owned or hereafter acquired in, to and under any and all the property (collectively, the **Property**) described in the following Granting Clauses:

(A) the Land;

(B) all additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of this Security Instrument;

(C) all of Borrower's right, title and interest in and to the buildings, foundations, structures, improvements and fixtures now or hereafter located or erected on the Land (the **Improvements**);

(D) all of Borrower's right, title and interest in and to (i) all streets, avenues, roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Land, and all reversionary rights with respect to the vacation of said streets, avenues, roads, alleys, passages, places, sidewalks and ways in the land lying thereunder; (ii) all air, light, lateral support, development, drainage, oil, gas and mineral rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Land and/or the Improvements; (iii) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Land and/or the Improvements; and (iv) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Land and/or the Improvements (collectively, the **Appurtenances**);

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(E) all of Borrower's right, title and interest in and to the machinery, appliances, apparatus, equipment, fittings, fixtures, materials, articles of personal property and goods of every kind and nature whatsoever used in connection with the Land and/or the Improvements and all additions to and renewals and replacements thereof, and all substitutions therefor, now or hereafter affixed to, attached to, placed upon or located upon or in the Land and/or the Improvements, or any part thereof, and used in connection with the use, ownership, management, maintenance, enjoyment or operation of the Land and/or the Improvements in any present or future occupancy or use thereof and now owned or leased (to the extent permitted by the applicable Lease) or hereafter owned or leased by Borrower, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, cooking, incinerating, loading, unloading and power equipment, boilers, dynamos, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, building materials and equipment, elevators, escalators, carpeting, shades, draperies, awnings, screens, doors and windows, blinds, furnishings (other than equipment and personal property of tenants or guests of the Land and/or the Improvements, or any part thereof) (hereinafter collectively called **Building Equipment**);

(F) all of Borrower's right, title and interest as lessor or licensor, as the case may be, in, to and under all leases, subleases, underlettings, concession agreements and licenses of the Property or any part thereof, now existing or hereafter entered into by Borrower including, without limitation, any cash and securities deposited thereunder (collectively, **Leases**), the grant of such cash and securities hereunder being expressly subject to the provisions of the applicable Leases and all of Borrower's right, title and interest, subject to the provisions of Section 5, in the right to receive and collect the revenues, income, rents, issues, profits, royalties and other benefits payable under any of the Leases (collectively, **Rents**), all other revenues, income, rents, issues, profits, termination or surrender fees, penalties and other amounts arising from the use or enjoyment of all or any portion of the Property Assets and/or Building Equipment, including, without limitation, the rental or surrender of any office space, retail space, parking space, halls, stores, and offices of every kind, the rental or licensing of signs, sign space or advertising space and all rentals, revenues, receipts, income, accounts, accounts receivable, cancellation fees, penalties, credit card receipts and other receivables relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, conference and banquet rooms, food and beverage facilities, health clubs, spas, vending machines, parking facilities, telephone and television systems, guest laundry, the provision or sale of other goods and services, and any other items of revenue, receipts, membership fees and dues and other income as identified in the Uniform System (collectively, **Hotel Revenue**) and all revenues, income, rents, issues and profits otherwise arising from the use or enjoyment of all or any portion of the Property Assets and/or Building Equipment;

(G) subject to the provisions of Section 6.2 of the Loan Agreement, all of Borrower's right, title and interest in and to all proceeds, judgments, claims, compensation, awards or payments hereafter made to Borrower for the taking, whether

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permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Property, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Property Assets, whether direct or consequential, which awards and payments are hereby assigned to Agent, who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the Indebtedness in such order as Agent may determine in accordance with the provisions of the Loan Agreement without regard to the adequacy of Agent's security hereunder and notwithstanding the fact that the amount thereof may not then be due and payable, and toward the payment of reasonable counsel fees, costs and disbursements incurred by Agent in connection with the collection of such awards or payments;

(H) subject to the provisions of Section 6.2 of the Loan Agreement, all of Borrower's right, title and interest in and to all unearned premiums paid under insurance policies now or hereafter obtained by Borrower to the extent the same insure the Property Assets and/or Building Equipment and are allocable to the Property Assets and/or Building Equipment and any other insurance policies required to be maintained pursuant to Section 6.1 of the Loan Agreement to the extent the same insure the Property Assets and/or Building Equipment, including, without limitation, liability insurance policies and Borrower's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Property Assets and/or Building Equipment, or any part thereof, into cash or liquidated claims including, without limitation, Proceeds of casualty insurance, title insurance or any other insurance maintained on or with respect to the Property Assets and/or Building Equipment (other than liability insurance);

(I) all right, title and interest of Borrower in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and Appurtenances to, the Property Assets and/or Building Equipment, hereafter acquired by or released to Borrower or constructed, assembled or placed by Borrower on the Property Assets, and all conversions of the security constituted hereby; immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, to the extent permitted by law, without any further mortgage, conveyance, assignment or other act by Borrower, all such extensions, improvements, betterments, renewals, substitutes and replacements shall become subject to the Lien of this Security Instrument as fully and completely, and with the same effect, as though now owned by Borrower and specifically described herein;

(J) all of Borrower's right, title and interest in, to and under, to the extent the same may be encumbered or assigned by Borrower pursuant to the terms thereof without occurrence of a breach or default thereunder and to the extent permitted by applicable law, and without impairment of the validity or enforceability thereof, (i) all contracts and agreements relating to the Property (other than the Leases), and other documents, books and records related to the ownership and operation of the Property Assets and/or Building Equipment; (ii) to the extent permitted by law, all Licenses (including, to the extent permitted by law, any licenses held by or hereafter acquired by



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Borrower or any of their affiliates permitting the sale of liquor at any of the Property Assets the transfer and/or assignment of which is permitted by law without filing or other qualification), warranties, guaranties, building permits and government approvals relating to or required for the construction, completion, occupancy and operation of the Property Assets; (iii) all plans and specifications for the construction of the Improvements, including, without limitation, installations of curbs, sidewalks, gutters, landscaping, utility connections and all fixtures and equipment necessary for the construction, operation and occupancy of the Improvements; (iv) all membership agreements and such other contracts and agreements (other than the Leases) from time to time executed by Borrower relating to the ownership, leasing, construction, maintenance, operation, occupancy or sale of the Property Assets and/or Building Equipment, together with all rights of Borrower to compel performance of the terms of such contracts and agreements; (v) subject to the terms of the Loan Agreement, the Collateral Accounts (as defined in the Loan Agreement) and any funds in such Collateral Accounts from time to time (it being understood that at such time as any amounts from any Collateral Accounts shall be disbursed to or at the direction of Borrower in accordance with the provisions of the Loan Agreement, the same shall cease to constitute part of the Property) and all Account Collateral; and (vi) subject to the terms of the Loan Agreement, the Interest Rate Protection Agreement (as defined in the Loan Agreement);

(K) to the extent the same may be encumbered or assigned by Borrower pursuant to the terms thereof and to the extent permitted by law, all of Borrower's right, title and interest in, to and under documents, instruments, and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code as in effect in the State in which the Property is located (the UCC), and credit card receivables and escrows, in any case which now or hereafter relate to, are derived from, or are used in connection with the Property Assets and/or Building Equipment, and all contract rights, franchises, books, records, plans, specifications, License, actions and causes of action which now or hereafter relate to, are derived from or used in connection with the Property Assets and/or Building Equipment or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the property described in the foregoing paragraphs (F), (G), (H), (J) and this paragraph (K), the Intangibles); and

(L) without limiting the generality of the provisions of any other Granting Clause, all of Borrower's rights, title, interest, privileges and franchises in and to the following, now owned or hereafter acquired by Borrower, to the extent of Borrower's interest therein and thereto and to the extent assignable (collectively, Operating Assets):

- (1) bookings for the use of guest rooms, banquet facilities, meeting rooms at the Land and/or the Improvements;
- (2) all contracts respecting utility services for, and the maintenance, operations, or equipping of, the Property Assets and/or Building Equipment, including guaranties and warranties relating thereto;

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- (3) subject to the terms of the Assignment of Management Agreement, the Management Agreement;
- (4) all Intellectual Property;
- (5) all contract rights, leases and sub-leases (whether with respect to real property, personal property or both real and personal property), concessions, trademarks, trade names, service marks, logos, copyrights, warranties and other items of intangible personal property, and any and all good will associated with the same relating to the ownership or operation of the Land and/or the Improvements, including, without limitation, (i) telephone and other communication numbers, (ii) all software licensing agreements as are required to operate computer software systems at the Land and/or the Improvements and books and records relating to the software programs, and (iii) lessee's interest under leases of Tangible Personal Property (as hereinafter defined);
- (6) all contracts, purchase orders, requisitions and agreements entered into by or on behalf of Borrower or which have been assigned to Borrower, for the design, construction, and furnishing of the Land and/or the Improvements, including, without limitation, architect's agreements, engineering agreements, construction contracts, consulting agreements and agreements or purchase orders for all items of Tangible Personal Property and any payment or performance bonds in favor of Borrower (and all warranties and guarantees thereunder and warranties and guarantees of any subcontractor and bonds issued in connection with the work to be performed by any subcontractor);
- (7) the following personal property (the **Tangible Personal Property**) now or hereafter acquired by Borrower (directly or by way of lease) which is located on, or to be located on, or which is in use or held in reserve storage for future use in connection with the operation of the Land and/or the Improvements, which are on hand or on order whether stored on-site or off-site:
- (a) all furniture, furnishings, equipment, machinery, apparatus, appliances, fixtures and fittings and other articles of tangible personal property;
- (b) all china, glassware, linens, kitchen utensils, silverware and uniforms;



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- (c) all consumables and operating supplies of every kind and nature, including, without limitation, accounting supplies, guest supplies, forms, printed materials, brochures, stationery, food and beverage stock, bar supplies, laundry supplies and purchase orders;
- (d) all upholstery material, carpets and rugs, beds, bureaus, chiffonniers, chairs, chests, desks, bookcases, tables, curtains, hangings, pictures, divans, couches, ornaments, bars, bar fixtures, safes, stoves, ranges, refrigerators, radios, televisions, clocks, electrical equipment, lamps, mirrors, heating and lighting fixtures and equipment, ice machines, air conditioning machines, fire prevention and extinguishing apparatus, laundry machines, and all similar and related articles used in bedrooms, sitting rooms, bathrooms, boudoirs, halls, closets, kitchens, dining rooms, offices, lobbies, basements and cellars in the Land and/or the Improvements; and
- (e) all cars, limousines, vans, buses, trucks and other vehicles owned or leased by Borrower for use in connection with the operation of the Land and/or the Improvements, together with all equipment, parts and supplies used to service, repair, maintain and equip the foregoing;
- (8) all drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other professionals or consultants for the design, development, construction and/or improvement of the Land and/or the Improvements or for any other development of the Land, as amended from time to time;
- (9) any administrative and judicial proceedings initiated by Borrower, or in which Borrower has intervened, concerning the Land and/or the Improvements and agreements, if any, which are the subject matter of such proceedings;
- (10) to the extent permitted by applicable law, any customer lists utilized by Borrower, including lists of transient guests and restaurant and bar patrons; and
- (11) all of the good will in connection with the assets listed in this Granting Clause (L) and in connection with the operation of the Land and/or the Improvements.

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Except as otherwise set forth herein and in the other Loan Documents, the assignment made by this Granting Clause (L) shall not impair or diminish any right, privilege or obligation of Borrower with respect to the Operating Assets, nor shall any such obligation be imposed on Agent; and

(M) all of Borrower's right, title and interest in all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of pursuant to the terms hereof.

UPON CONDITION that, until the occurrence and during the continuance of an Event of Default (as hereinafter defined), Borrower shall be permitted to possess, occupy, operate, use and otherwise act as the owner of the Property, and to use, collect, retain and apply the Rents, issues, profits, revenues and other income of the Property as provided in this Security Instrument, the Loan Agreement and the other Loan Documents.

## HABENDUM

TO HAVE AND TO HOLD THE PROPERTY hereby conveyed, or mentioned and intended so to be, whether now owned or held or hereafter acquired, subject only to the Permitted Encumbrances and the terms hereof, Agent and its successors and assigns, upon the terms and conditions set forth herein, and to secure the Obligations and the performance of, and compliance with, the obligations, covenants and conditions of this Security Instrument and the other Loan Documents all as herein set forth.

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement. Wherever used in this Security Instrument, the following terms, and the singular and plural thereof, shall have the following meanings:

**Agent**: Shall have the meaning provided in the Introductory Paragraph.

**Appurtenances**: Shall have the meaning provided in Granting Clause (D).

**Assignment of Leases**: Shall have the meaning provided in the section titled Secured Indebtedness.

**Borrower**: Shall have the meaning provided in the Introductory Paragraph.

**Building Equipment**: Shall have the meaning provided in Granting Clause (E).

**Closing Date**: Shall mean the date of this Security Instrument.

**Events of Default**: Shall mean the occurrence of an "Event of Default" pursuant to the Loan Agreement.

**Hotel Revenue**: Shall have the meaning provided in Granting Clause (F).

**Improvements**: Shall have the meaning provided in Granting Clause (C).

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**Indebtedness:** Shall have the meaning provided in the section titled Secured Indebtedness.

**Intangibles:** Shall have the meaning provided in Granting Clause (K).

**Intellectual Property:** Shall mean all intellectual property worldwide including:

(a) all trademarks, service marks, certification marks, collective marks, business names, corporate names, trade names, d/b/a's, trade dress, designs, logos, slogans, and all other indicia of origin or quality, and general intangibles of like nature, whether registered or unregistered, and all goodwill of any business connected with the use thereof and symbolized thereby; (b) patents issued by the United States or the equivalent thereof in any other country, industrial designs, and applications for any of the foregoing, including any continuations, divisionals, continuations in part, renewals, extensions and reissues, and the inventions disclosed or claimed therein; (c) copyrights in published and unpublished works of authorship, whether registered or unregistered in the United States or any other country, whether as author, assignee, or transferee (including without limitation databases and other compilations of information, computer software, middleware, user interface, source code, object code, and the like, and user manuals and other training documentation related thereto), all derivative works, renewals, extensions, restorations, and reversions thereof; (d) internet domain names; (e) trade secrets, proprietary confidential information and operational systems, including confidential know-how, processes, schematics, concepts, ideas, inventions, business methods and processes, marketing plans, research and development, formulae, drawings, prototypes, models, designs, customer and supplier information and lists, databases and other compilations of information, historical guest lists, mailing lists, computer software and systems (including reservations and other hotel systems), middleware, user interface, source code, object code, algorithms, and the like, and user manuals and other training documentation related thereto, and other nonpublic, confidential, or proprietary information; (f) any registrations, applications for registration or issuance, recordings, reissues, renewals, divisions, continuations, and extensions relating to any or all of the foregoing; (g) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages, claims and payments for past, present or future infringements or other violations thereof relating to any or all of the foregoing; (h) rights to sue for past, present and future infringements and other violations thereof relating to any or all of the foregoing; and (i) for all of the foregoing, any of which is now owned, or hereafter acquired or developed.

**Land:** Shall have the meaning provided in the Recitals.

**Leases:** Shall have the meaning provided in Granting Clause (F).

**Licenses:** Shall mean all certifications, permits, licenses and approvals, including without limitation, liquor licenses, certificates of completion and occupancy permits required of Borrower for the legal use, occupancy and operation of the Property for hotel purposes.

**Loan:** Shall have the meaning provided in the Recitals.

**Loan Agreement:** Shall have the meaning provided in the Recitals.

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**Non-Disturbance Agreement:** Shall have the meaning provided in Section 7(c) hereof.

**Note:** Shall have the meaning provided in the Recitals.

**Obligations:** Shall have the meaning provided in the section titled Secured Indebtedness.

**Operating Assets:** Shall have the meaning provided in Granting Clause (L).

**Property:** Shall have the meaning provided in the recitals to the Granting Clause.

**Property Assets:** Shall have the meaning provided in the Recitals.

**Rents:** Shall have the meaning provided in Granting Clause (F).

**Security Instrument:** Shall have the meaning provided in the Introductory Paragraph.

**Tangible Personal Property:** Shall have the meaning provided in Granting Clause (L)(7).

**UCC:** Shall have the meaning provided in Granting Clause (K).

The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Security Instrument shall refer to this Security Instrument as a whole and not to any particular provision of this Security Instrument, and section, schedule and exhibit references are to this Security Instrument unless otherwise specified. The words “includes” and “including” are not limiting and mean “including without limitation.”

In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

References to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto executed in writing by all of the parties thereto and, if Agent’s consent was required for the original of any such document, consented to by Agent. All references in this Security Instrument to the plural of any document described herein shall mean all of such documents collectively.

References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, or replacing the statute or regulation.

The captions and headings of this Security Instrument are for convenience of reference only and shall not affect the construction of this Security Instrument.

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2. WARRANTY. Borrower represents and warrants to, and covenants and agrees with, Agent as follows:

(a) Title. Borrower owns fee title to the Land and the Improvements and holds good title to the Building Equipment, the Operating Assets and the remaining portions of the Property, subject only to the Permitted Encumbrances. This Security Instrument, upon its due execution and proper recordation, is and will remain a valid and enforceable (and, with respect to all personalty as to which security interests are governed by the UCC, upon proper recordation and the filing of a financing statement) perfected first Lien on and security interest in Borrower's right, title and interest in and to the Property subject to the Permitted Encumbrances.

(b) Enforceability of Security Instrument. This Security Instrument is the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject only to applicable bankruptcy, insolvency and other similar laws affecting rights of creditors generally and subject to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

### 3. AFFIRMATIVE COVENANTS

(a) Payment of Obligations. Borrower shall promptly pay when due the principal of and interest on the Indebtedness and all other payment Obligations, all in lawful money of the United States of America in accordance with the Note, and the other Loan Documents and shall further perform fully and in a timely manner all Obligations of Borrower. Except as may be set forth in the other Loan Documents, all sums payable by Borrower hereunder shall be paid without demand, counterclaim (other than mandatory counterclaims), offset, deduction (except as required by law) or defense. Borrower waives all rights now or hereafter conferred by statute or otherwise to any such demand, counterclaim (other than mandatory counterclaims), setoff, deduction or defense.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) Maintenance of Validity and Recording.

(i) Borrower covenants that it will forthwith after the execution and delivery of this Security Instrument and thereafter as necessary from time to time cause this Security Instrument and the other Loan Documents and any continuation statement or similar instrument relating to any property subject thereto or to any property intended to be encumbered, granted, conveyed, transferred and assigned by this Security Instrument to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to protect the validity thereof or the grant thereby of the property subject thereto and the interest and rights of Agent therein. Borrower covenants that it has paid or will pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of



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further assurance, and all federal or state stamp taxes or other charges arising out of or in connection with the execution and delivery of such instruments.

(ii) Borrower shall maintain the validity, perfection, priority and effectiveness of this Security Instrument and the other Loan Documents. Unless otherwise permitted in this Security Instrument and the other Loan Documents, Borrower will not take any action, will not permit action to be taken by others and will not omit to take any action, nor will Borrower give any notice, approval or consent or exercise, waive or modify any rights under or in respect of the Permitted Encumbrances, which action, omission, notice, approval, consent or exercise, waiver or modification of rights would release Borrower from, or reduce any of Borrower's obligations or liabilities under, or would result in the termination, surrender or assignment of, or the amendment or modification of, any of the Loan Documents, or would impair the validity of this Security Instrument or any of the other Loan Documents or have a Material Adverse Effect, without Agent's consent, and any attempt to do any of the foregoing without such consent shall be of no force and effect.

(iii) Borrower, at its expense, will execute, acknowledge and deliver all such instruments and take all such actions as Agent from time to time reasonably may request or as may be reasonably necessary or proper for the better assuring to Agent of the properties and rights now or hereafter subject to the Lien hereof or intended so to be.

4. INTENTIONALLY OMITTED.

5. LICENSE TO COLLECT RENTS AND HOTEL REVENUE. To the extent permitted by applicable law, Agent and Borrower hereby confirm that for so long as no Event of Default shall have occurred and is continuing, Agent has granted to Borrower a revocable license to collect, retain, apply and use the Rents and Hotel Revenue as they become due and payable, in accordance with the provisions of the Loan Agreement and the Assignment of Leases; provided, that the existence of such right shall not operate to subordinate the Assignment of Leases to any subsequent assignment, in whole or in part by Borrower, and any such subsequent assignment shall be subject to Agent's rights under this Security Instrument. Borrower further agrees to execute and deliver such assignments of Leases and Rents and Hotel Revenue as Agent may from time to time reasonably request in order to better assure, transfer and confirm to Agent the rights intended to be granted to Agent with respect thereto. In accordance with the provisions of the Assignment of Leases, upon the occurrence and during the continuance of an Event of Default, (1) Borrower agrees that Agent may, but shall not be obligated to, assume the management of the Property (subject to the terms of the Assignment of Management Agreement), and collect the Rents and Hotel Revenue, applying the same upon the Obligations, and (2) Borrower hereby authorizes and directs all Tenants, purchasers or other Persons occupying, utilizing or acquiring any interest in any part of the Property to pay all Rents and Hotel Revenue to Agent upon Agent's request. Upon the occurrence and during the continuance of an Event of Default, Agent shall have and hereby expressly reserves the right and privilege (but assumes no obligation), to demand, collect, sue for, receive and recover the Rents, or any part thereof, now existing or hereafter made, and apply the same in accordance with this Security



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Instrument, the Assignment of Leases, and applicable law.

6. **SECURITY AGREEMENT.** This Security Instrument is both a real property mortgage and a “security agreement” within the meaning of the UCC. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Agent, as security for the Obligations, a security interest in all of the Property to the full extent that such Property may be subject to the UCC (said portion of the Property so subject to the UCC being called the **Collateral**). If an Event of Default shall occur and be continuing, Agent, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the UCC, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Agent may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Agent after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Agent at a convenient place (at the Land if tangible property) reasonably acceptable to Agent. Borrower shall pay to Agent on demand any and all expenses, including reasonable legal expenses and attorneys’ fees, incurred or paid by Agent in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition, or other intended action by Agent with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Agent to the payment of the Obligations in such priority and proportions as Agent in its discretion shall deem proper. Borrower’s (debtor’s) principal place of business is as set forth on page one hereof and the address of Agent (secured party) is as set forth on page one hereof. Borrower’s organizational identification number assigned by the Delaware Secretary of State is 47-1074498.

7. **LEASE SUBORDINATION AND ATTORNMENT.**

(a) **Leases To Be Subordinate.** Pursuant to Section 8.7 of the Loan Agreement, all New Leases and Lease Modifications entered into by Borrower after the date hereof shall by their express terms be subject and subordinate to this Security Instrument.

(b) **Attornment.** Pursuant to Section 8.7 of the Loan Agreement, each New Lease and Lease Modification entered into from and after the date hereof shall provide that in the event of the enforcement by Agent of any remedy under this Security Instrument or the Loan Agreement, the Tenant under such Lease shall, at the option of Agent or of any other Person succeeding to the interest of Agent as a result of such enforcement, attorn to Agent or to such Person.

(c) **Non-Disturbance Agreements.** Pursuant to Section 8.7 of the Loan Agreement, Agent shall enter into, and, if required by applicable law to provide constructive

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notice or requested by a Tenant, record in the real property records where the subject Property is located, a Non-Disturbance Agreement.

8. PROTECTION OF SECURITY; COSTS AND EXPENSES. Borrower shall appear in and defend any action or proceeding of which it has received written notice purporting to affect the security hereof or the rights or powers of Agent hereunder and shall pay all costs and expenses reasonably incurred and documented by Agent, including, without limitation, cost of evidence of title and reasonable attorneys' fees and disbursements, in any such action or proceeding, and in any suit brought by Agent to foreclose this Security Instrument or to enforce or establish any other rights or remedies of Agent hereunder upon the occurrence and during the continuance of an Event of Default. If an Event of Default occurs and is continuing under this Security Instrument or the Loan Agreement, or if any action or proceeding is commenced in which it becomes necessary to defend or uphold the Lien or priority of this Security Instrument, including, without limitation, eminent domain, enforcement of, or proceedings of any nature whatsoever under any Legal Requirement affecting the Property or involving Borrower's bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, then Agent, upon reasonable notice to Borrower, may, but without obligation to do so and without releasing Borrower from any obligation hereunder, make such appearances, disburse such reasonable sums and take such action as Agent reasonably deems necessary or appropriate to protect Agent's interest in the Property, including, but not limited to, disbursement of reasonable attorneys' fees, entry upon the Property to make repairs or take other action to protect the security hereof, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the reasonable judgment of Agent appears to be prior or superior hereto; provided, however, that the foregoing shall be subject to Borrower's rights to contest under Section 7.3 of the Loan Agreement and, provided no Event of Default shall have occurred and is then continuing, Agent shall not pay or discharge any lien, encumbrance or charge being contested by Borrower in accordance with Section 7.3 of the Loan Agreement.

9. AGENT'S RIGHT TO PERFORM. Upon the occurrence and during the continuance of an Event of Default with respect to the performance of any of the Obligations contained herein, Agent may, without waiving or releasing Borrower from any Obligation or Event of Default under this Security Instrument, but shall not be obligated to, at any time perform the Obligations giving rise to such Event of Default, and the cost thereof, with interest at the Default Rate from the date of payment by Agent to the date such amount is paid by Borrower, shall immediately be due from Borrower to Agent and the same shall be secured by this Security Instrument and shall be a Lien on the Property prior to any right, title to, interest in or claim upon the Property attaching subsequent to the Lien of this Security Instrument. No payment or advance of money by Agent under this Section 9 shall be deemed or construed to cure Borrower's Event of Default or waive any right or remedy of Agent hereunder.

10. REMEDIES. Upon the occurrence and during the continuation of an Event of Default hereunder or under the Loan Agreement, Agent may take such actions against Borrower and/or against the Property or any portion thereof as Agent determines is necessary to protect and enforce its rights hereunder, without notice or demand except as set forth in the other Loan Documents, as set forth below or as required under applicable law. Any such actions taken by Agent shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Agent may determine in its

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sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Agent permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Agent's determination of appropriate action may be based on an appropriate real estate or other consultant and/or counsel, and Agent may rely conclusively on such advice. Borrower shall pay such reasonable and documented consultants' and attorneys' fees and expenses incurred by Agent pursuant to this Section 10. Such actions may include, without limitation, the following:

(a) **Acceleration**. Subject to any applicable provisions of the Note and the other Loan Documents, Agent may declare all or any portion of the unpaid principal balance under the Note, together with all accrued and unpaid interest thereon, and all other unpaid Indebtedness, to be immediately due and payable.

(b) **Entry**. Subject to the provisions and restrictions of the other Loan Documents and applicable law, Agent, personally, or by its agents or attorneys, at Agent's election, may enter into and upon all or any part of the Property (including, but not limited to, the Land and the Improvements and any part thereof), and may exclude Borrower and its agents and servants therefrom (but shall be subject to the Assignment of Management Agreement and any Non-Disturbance Agreements then in effect); and Agent, having and holding the same, may use, operate, manage and control the Property or any part thereof and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receiver. Upon every such entry, Agent may, at the reasonable expense of the Property and/or Borrower, from time to time, either by purchase, repair or construction, maintain and restore the Property or any part thereof, and may insure and reinsure the same in such amount and in such manner as may seem to them to be advisable. Similarly, from time to time, Agent may, at the expense of Borrower (which amounts may be disbursed by Agent from the Property on behalf of Borrower), make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to and on the Property or any part thereof as it may deem advisable. Subject to the Assignment of Management Agreement, Agent or its designee shall also have the right to manage and operate the Property or any part thereof and to carry on the business thereof and exercise all rights and powers of Borrower with respect thereto, either, in the name of Borrower, or otherwise, as may seem to them to be advisable. To the extent permitted by applicable law, in confirmation of the grant made in Granting Clause (F) hereof, in the case of the occurrence and continuation of an Event of Default, Agent shall be entitled to collect and receive all Rents to be applied in the order of priorities and amounts as shall be provided for in Section 11 hereof. Agent shall be liable to account only for Rents and other proceeds actually received by Agent.

(c) **Phase I Environmental Report**. Subject to the Environmental Indemnity, Agent may at its option obtain, in each instance described in clauses (a) and (b) above, at Borrower's reasonable expense, a new phase I environmental report with respect to the Property, and such additional environmental studies as may be recommended in such phase I reports.

(d) **Judicial Foreclosure**. Upon the occurrence and during the continuance of any Event of Default, Agent, with or without entry, personally or by its agents or attorneys, insofar as applicable, and in addition to any and every other remedy, at Agent's election, may declare the whole amount or any part, of the Indebtedness remaining unpaid immediately due

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and payable without notice, and may proceed by suit or suits in equity or at law to foreclose its lien on, security interest in, and assignment of, the Property. Appraisal of the Property is hereby waived at the option of Agent, that option to be exercised at or prior to the time judgment is rendered in the judicial foreclosure. The Property may be sold as one parcel or in such parcels as Agent may elect unless otherwise provided by law. Agent may be a purchaser of the Property or any part thereof or of any interest therein at any sale thereof, whether pursuant to foreclosure or otherwise, and Agent may apply the outstanding Indebtedness against the purchase price. Any purchaser shall, upon its purchase, acquire good title to the properties so purchased, free of the security interest and Lien of this Security Instrument.

(e) **Specific Performance.** Agent, in its sole and absolute discretion, may institute an action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(f) **Enforcement of Note.** Subject to Section 18.1 of the Loan Agreement, and to the extent permitted under the provisions of applicable law, Agent may recover judgment on the Note (or any portion of the Indebtedness evidenced thereby), either before, during or after any proceedings for the foreclosure (or partial foreclosure) or enforcement of this Security Instrument.

(g) **Voluntary Appearance; Receivers.** Subject to applicable law, upon the occurrence and during the continuance of any Event of Default, and immediately upon commencement of (i) any action, suit or other legal proceeding by Agent to obtain judgment for the principal and interest on the Note and any other sums required to be paid pursuant to this Security Instrument, or (ii) any action, suit or other legal proceeding by Agent of any other nature in aid of the enforcement of the Loan Documents or any of them, Borrower will (a) enter its voluntary appearance in such action, suit or proceeding, and (b) if required by Agent, consent to the appointment, of one or more receivers of the Property and all of the Rents and Hotel Revenue. After the occurrence of any Event of Default, or upon the filing of a bill in equity to foreclose this Security Instrument or to enforce the specific performance hereof or in aid thereof, or upon the commencement of any other judicial proceeding to enforce any right of Agent, Agent shall be entitled, as a matter of right, if it shall so elect, without notice to any other party and without regard to the adequacy of the security of the Property, forthwith, either before or after declaring the principal and interest on the Note to be due and payable, to the appointment of such a receiver or receivers. Any receiver or receivers so appointed shall have such powers as a court or courts shall confer, which may include, without limitation, any or all of the powers which Agent is authorized to exercise by the provisions of this Section 10, and shall have the right to incur such obligations and to issue such certificates therefor as the court shall authorize. Notwithstanding the foregoing, Agent as a matter of right may appoint or secure the appointment of a receiver, trustee, liquidator or similar official of the Property or any portion thereof, and Borrower hereby irrevocably consents and agrees to such appointment, without notice to Borrower and without regard to the value of the Property or adequacy of the security for the Indebtedness and without regard to the solvency of the Borrower, or any other Person liable for the payment of the Indebtedness, and such receiver or other official shall have all rights and powers permitted by applicable law and such other rights and powers as the court making such



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appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of Agent to receive the Rents pursuant to this Security Instrument or the Assignment of Leases.

(h) **UCC Remedies**. Agent may exercise any or all of the remedies granted to a secured party under the UCC, specifically including, without limitation, the right to recover the reasonable attorneys' fees and disbursements and other expenses incurred by Agent in the enforcement of this Security Instrument or in connection with Borrower's redemption of the Improvements or Building Equipment or Intangibles. Agent may exercise its rights under this Security Instrument independently of any other collateral or guaranty that Borrower may have granted or provided to Agent in order to secure payment and performance of the Obligations, and Agent shall be under no obligation or duty to foreclose or levy upon any other collateral given by Borrower to secure any Obligation or to proceed against any guarantor before enforcing its rights under this Security Instrument.

(i) **Leases**. Agent may, at its option, before any proceeding for the foreclosure (or partial foreclosure) or enforcement of this Security Instrument, treat any Lease which is subordinate by its terms to the Lien of this Security Instrument, as either subordinate or superior to the Lien of this Security Instrument, subject to the terms of any applicable Non-Disturbance Agreements.

(j) **Other Rights**. Agent may pursue against Borrower any other rights and remedies of Agent permitted by law, equity or contract or as set forth herein or in the other Loan Documents, subject to the provisions of Section 18.1 of the Loan Agreement.

(k) **Retention of Possession**. Notwithstanding the appointment of any receiver, liquidator or trustee of Borrower, or any of its property, or of the Property or any part thereof, Agent, to the extent permitted by law, shall be entitled to retain possession and control of all property now or hereafter granted to or held by Agent under this Security Instrument.

(l) **Suits by Lender**. To the extent permitted by law, all rights of action under this Security Instrument may be enforced by Agent without possession of any note evidencing the Indebtedness, including, without limitation, the Note, and without the production thereof or this Security Instrument at any trial or other proceeding relative thereto, provided, however, Agent shall in any event certify that it is the administrative agent for the current holders of the Note. Any such suit or proceeding instituted by Agent shall be brought in the name of Agent and any recovery of judgment shall be subject to the rights of Agent.

(m) **Remedies Cumulative**. Subject to Section 18.1 of the Loan Agreement, no remedy herein (or pursuant to the Loan Agreement or any Loan Document) conferred upon or reserved to Agent shall exclude any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission of Agent to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given to Agent by this Security Instrument or any other Loan Document may be exercised from time to time and as often as Agent may deem expedient. Nothing in this Security Instrument shall affect Borrower's

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obligations to pay the Indebtedness in the manner and at the time and place expressed in the Note.

(n) **Waiver of Rights.** Borrower agrees that, to the fullest extent permitted by law, it will not at any time, (1) insist upon, plead or claim or take any benefit or advantage of any stay, extension or moratorium law, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Security Instrument or any Loan Document, (2) claim, take or insist upon any benefit or advantage of any law, now or at any time hereafter in force, providing for valuation or appraisal of the Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction, or (3) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States or any State or otherwise to redeem the property and rights sold pursuant to such sale or sales or any part thereof. Borrower hereby expressly waives all benefits and advantages of such laws, and covenants, to the fullest extent permitted by law, not to hinder, delay or impede the execution of any power herein granted or delegated to Agent, but will suffer and permit the execution of every power as though no such laws had been made or enacted. Borrower for itself and all who may claim through or under them, waives, to the extent they lawfully may do so, any and all homestead rights and, any and all rights to reinstatement, any and all right to have the property comprising the Property marshaled upon any foreclosure of the Lien hereof.

## 11. APPLICATION OF PROCEEDS.

(a) **Sale Proceeds.** The proceeds of any foreclosure of the Property or any portion thereof shall be applied to the following in the following order of priority: (i) the payment of the costs and expenses of the foreclosure proceedings with respect to such Property (including reasonable counsel fees and disbursements actually incurred and advertising costs and expenses), liabilities and advances made or incurred under this Security Instrument or any Loan Document, and reasonable receivers' and trustees' fees and commissions and fees and expenses incurred by Agent, together with interest at the Default Rate to the extent payable, (ii) payment of any other sums advanced by Agent (or any advancing agent on its behalf) in accordance with the terms hereof and not repaid to it by Borrower, together with interest at the Default Rate to the extent payable, (iii) payment of all sums due under the Note and the Loan Documents in such order and priority as Agent shall elect in its sole and absolute discretion, (iv) payment of any remaining Obligations and (v) any surplus to Borrower or other party legally entitled thereto.

(b) **Other Proceeds.** All other proceeds or other amounts collected by Agent following an Event of Default shall be applied (1) first, to reimburse any reasonable expenses related to such collection, and (2) thereafter, as provided in Section 11(a) above.

## 12. MISCELLANEOUS

(a) **CERTAIN WAIVERS. TO INDUCE AGENT AND LENDERS TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE NOTE AND THIS SECURITY INSTRUMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, EACH OF AGENT AND BORROWER EXPRESSLY AND**



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**IRREVOCABLY HEREBY, IN ADDITION TO AND NOT IN DEROGATION OF ALL OTHER WAIVERS CONTAINED IN THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS, WAIVE AND SHALL WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY, OR COUNTERCLAIM ASSERTED BY AGENT WHICH ACTION, PROCEEDING OR COUNTERCLAIM ARISES OUT OF OR IS CONNECTED WITH THIS SECURITY INSTRUMENT OR ANY OTHER LOAN DOCUMENT.**

(b) **Recourse; Exculpation.** Notwithstanding anything herein that may be construed to the contrary, all of the terms of Section 18.1 of the Loan Agreement relating to the obligations of Borrower are incorporated herein by reference as if fully set forth herein. No negative inference regarding the application of said Section 18.1 to all of the terms of this Security Instrument is to be drawn by the reference to said Section 18.1 in only certain provisions.

(c) **Notices.** Any notice, election, request, demand, report or statement which by any provision of this Security Instrument is required or permitted to be given or served hereunder shall be in writing and shall be given or served in the manner and to the Persons required by Section 19.8 of the Loan Agreement.

(d) **No Oral Modification.** This Security Instrument may not be waived, altered, amended, modified, changed, discharged, or terminated orally but only by a written agreement signed by the party against which enforcement is sought.

(e) **Partial Invalidity.** In the event any one or more of the provisions contained in this Security Instrument shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included hereunder.

(f) **Successors and Assigns.** All covenants of Borrower contained in this Security Instrument are imposed solely and exclusively for the benefit of Agent and its successors and assigns, and no other Person shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Agent at any time if in its sole discretion it deems it advisable to do so. All such covenants of Borrower shall run with the land and bind Borrower, the successors and assigns of Borrower (and each of them) and all subsequent owners, encumbrancers and Tenants of the Property, and shall inure to the benefit of Agent, its successors and assigns.

(g) **GOVERNING LAW.**

(i) THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK, PROVIDED, HOWEVER, THAT THE PROVISIONS FOR THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS CREATED HEREUNDER SHALL BE

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GOVERNED BY ILLINOIS LAW TO THE EXTENT NECESSARY FOR THE VALIDITY AND ENFORCEMENT THEREOF.

(ii) EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY ILLINOIS LAW IN CONNECTION WITH THE ENFORCEMENT OF ANY OF THE RIGHTS REFERENCED IN THE FOREGOING CLAUSE (g)(i), ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS SECURITY INSTRUMENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS SECURITY INSTRUMENT, BORROWER HEREBY ACCEPTS, AND BY ITS ACCEPTANCE OF THIS SECURITY INSTRUMENT, AGENT HEREBY ACCEPTS, EACH FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY THEREOF. BORROWER AND AGENT EACH IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS FOR NOTICES SET FORTH HEREIN OR IN THE LOAN AGREEMENT. BORROWER AND AGENT EACH HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS SECURITY INSTRUMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(h) **No Waiver**. No failure by Agent 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 right, power or remedy or of any such breach. No waiver of any breach shall affect or alter this Security Instrument, which shall continue in full force and effect, or shall affect or alter the rights of Agent with respect to any other then existing or subsequent breach.

(i) **Further Assurances**. Borrower, at its own expense, will execute, acknowledge and deliver all such reasonable further documents or instruments including, without limitation, (i) security agreements on any Building Equipment included or to be included in the Property, and (ii) such other documents as Agent from time to time may reasonably request to better assure, transfer and confirm unto Agent the rights now or hereafter intended to be granted to Agent under this Security Instrument or the other Loan Documents. Borrower hereby authorizes Agent to file in the name of Borrower one or more financing statements (including, without limitation, initial financing statements and amendments thereto and continuation statements) to evidence more effectively the security interest of Agent in the Property, including financing statements describing the collateral as "all assets of the debtor" or words to similar effect. Borrower shall

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notify Agent in writing no less than thirty (30) days prior to a change of address. Borrower hereby agrees, upon request, to make, execute and deliver any and all further assignments and other instruments sufficient for the purpose of confirming this assignment of said proceeds, judgments, claims, compensation awards or payments to Agent, free, clear and discharged of any encumbrances of any kind or nature whatsoever other than the Permitted Encumbrances (as defined in the Loan Agreement).

(j) **Counterparts.** This Security Instrument may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(k) **Merger, Conversion, Consolidation or Succession to Business of Lender.** Any Person into which Agent may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which Agent shall be a party, or any Person succeeding to all or substantially all the business of Agent, shall be the successor of Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

(l) **No Endorsement.** Agent shall not become or be considered to be an endorser, co-maker or co-obligor on the Note or on any other Obligation of Borrower secured by this Security Instrument or otherwise.

(m) **Effectiveness.** This Agreement shall remain and continue in full force and effect as to any modification, extension or renewal of the Note, the Loan Agreement or any other Loan Document. Agent shall not be under a duty to protect, secure or insure any security or lien provided by the Loan Agreement or any other collateral.

(n) **Gender; Number; General Definitions.** Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein: (a) words used in this Security Instrument may be used interchangeably in the singular or plural form, (b) any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, (c) the word **Borrower** shall mean "Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein", (d) the word **Agent** shall mean "Agent, together with its successors and/or assigns, (i) in its capacity as Administrative Agent on behalf of the Lenders and (ii) on behalf of itself, as a Lender, and the other Lenders, and their respective successors and/or assigns", (e) the word **Note** shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement", (f) the word **Property** shall include any portion of the Property and any interest therein, and (g) the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels, incurred or paid by Agent in protecting its interest in the Property, and/or in enforcing its rights hereunder.

(o) **Conflict.** Notwithstanding anything herein to the contrary, in the event of any conflict or inconsistency between the terms and provisions of the Loan Agreement and the terms and provisions of this Security Instrument, the terms and provisions of the Loan Agreement shall control.

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## 13. ILLINOIS PROVISIONS.

(a) **Maximum Secured.** This Security Instrument secures the payment and performance of the Obligations; provided, however that the total amount secured by this Security Instrument shall not exceed an amount equal to One Hundred Fifty Five Million Two Hundred Thousand and No/100 Dollars (\$155,200,000.00) (the **Secured Amount**).

(b) **Maturity Date.** The Initial Maturity Date of the Loan is July 24, 2017. Provided that the conditions precedent set forth in Section 2.1.7 of the Loan Agreement are satisfied, (i) Borrower shall have the option to extend the Initial Maturity Date for all of the Loan by twelve (12) months to July 24, 2018 (the **First Extended Maturity Date**), and (ii) Borrower shall have the option to extend the First Extended Maturity Date for all of the Loan by twelve (12) months to July 24, 2019 (the **Final Extended Maturity Date**).

(c) **In Rem Proceedings.** Mortgage foreclosures and other *In Rem* proceedings against Borrower may be brought in the applicable county in Illinois in which the Property is located or any federal court of competent jurisdiction in Illinois.

(d) **Business Loan.** Borrower certifies and agrees that the proceeds of the loans secured by this Security Instrument will be used solely for the business purposes and in furtherance of the regular business affairs of Borrower, and that the entire principal obligation secured hereby constitutes (i) a "business loan" as that term is used in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 205/4(1)(l).

(e) **Future Advances.** Lenders or the other holders of the Obligations are obligated under the terms of the Loan Documents to make advances as provided therein, and Borrower acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Security Instrument is recorded, as provided in Section 15-1302(b)(1) of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. Seq.), as amended from time to time (the **IMFL**). That portion of the Obligations which comprises the principal amount then outstanding of the revolving loans, if any, constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5(d). Borrower covenants and agrees that this Security Instrument shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Loan Documents, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Agent or Lenders or the holders of the Obligations or otherwise (but not advances or loans made more than twenty (20) years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Security Instrument and although there may be no advances made at the time of the execution of this Security Instrument and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Security Instrument shall be valid as to all Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Property is located. The total amount of the Obligations may increase or decrease from time to time, but the total amount of the Obligations (including disbursements which Lenders may make under this Security Instrument or any other document or instrument evidencing or securing the Obligations)

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at any time outstanding shall not exceed the Secured Amount. This Security Instrument shall be valid and shall have priority over all subsequent liens and encumbrances, including any statutory liens except taxes and assessments levied on the Property or such other liens that shall have priority by operation of law, to the extent of the maximum amount secured hereby..

(f) **Illinois Mortgage Foreclosure Law.** It is the intention of Borrower and Agent that the enforcement of the terms and provisions of this Security Instrument, the Note or the Loan Documents shall be accomplished in accordance with the IMFL, and that the provisions of the IMFL shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the IMFL. If any provision of this Security Instrument shall grant to Agent any rights or remedies which are more limited than the rights that would otherwise be vested in Agent under the IMFL in the absence of such provision, Agent shall be vested with the rights granted in the IMFL to the full extent permitted by law. With respect to the IMFL, Borrower agrees and covenants that:

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

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

(iii) All advances, disbursements and expenditures made or incurred by Agent before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Security Instrument, the Note or the other Loan Documents or by the IMFL (collectively **IMFL Protective Advances**), shall have the benefit of all applicable provisions of the IMFL, including those provisions of the IMFL herein below referred to, to the extent permitted by law:

- (1) all advances by Lenders in accordance with the terms of this Security Instrument to: (A) preserve, maintain, repair, restore or rebuild the improvements upon the Property; (B) preserve the lien of this Security Instrument or the priority thereof; or (C) enforce



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- this Security Instrument, as referred to in Subsection (b) (5) of Section 5/15-1302 of the IMFL;
- (2) payments by Lenders of (A) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrances; (B) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (C) other obligations authorized by the Agent; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the IMFL;
  - (3) advances by Lenders in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;
  - (4) reasonable attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Security Instrument as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the IMFL; (ii) in connection with any action, suit, or proceeding brought by or against Agent for the enforcement of this Security Instrument or arising from the interest of Agent hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Security Instrument or the Property;
  - (5) Agent's and Lenders' fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearings as referred to in Section 5/15-1508 (b)(1) of the IMFL;
  - (6) expenses deductible from the proceeds of sale as referred to in Section 5/15-1512 (a) and (b) of the IMFL;
  - (7) expenses incurred and expenditures made by Agent for any one or more of the following: (i) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed on the unit owner thereof; (ii) if Borrower's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Agent whether or not Agent or a receiver is in possession, if reasonably required in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time



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any receiver or mortgagee takes possession of the Property imposed by Section 5/15-1704(c)(1) of the IMFL; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Agent to be required for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (vi) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (vii) if the loan secured hereby is a construction loan, costs incurred by Agent for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (viii) payments required to be paid by Borrower or Agent pursuant to any lease or other agreement for occupancy of the Property; (ix) operating deficits incurred by Agent in possession or reimbursed by Agent to any receiver; (x) all costs and fees incurred to obtain an environmental assessment relating to the Property; and (xi) if this Security Instrument is insured, payment of FHA or private mortgage insurance required to keep such insurance in force;

(iv) All IMFL Protective Advances shall be additional indebtedness secured by this Security Instrument, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Note. This Security Instrument shall be a lien for all IMFL Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the IMFL;

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

(vi) Borrower acknowledges that the Property does not constitute "agricultural real estate", as said term is defined in Section 15-1201 of the IMFL or "residential real estate" as defined in Section 15-1219 of the IMFL. Pursuant to Section 15-1601(b) of the IMFL, Borrower hereby waives any and all right of redemption.

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(g) **Fixture Filing.** This Security Instrument constitutes a “fixture filing” under the Illinois Uniform Commercial Code and any other applicable Uniform Commercial Code, as modified and recodified from time to time, with respect to all personal property and fixtures owned by Borrower and now or hereafter affixed or attached to, or installed in, or used in connection with, the Property, whether or not permanently affixed thereto, together with all accessions, replacements and substitutions thereto or therefor and the proceeds thereof.

Agent shall have all the rights with respect to the personal property and fixtures afforded to it by the applicable Uniform Commercial Code, in addition to, but not in limitation of, the other rights afforded Agent by the Loan Documents. A carbon, photographic or other reproduction of this Security Instrument shall be sufficient as a financing statement. Agent shall have the right at any time to file a manually executed counterpart or a carbon, photographic or other reproduction of this Security Instrument as a financing statement in either the central or local UCC records of any jurisdiction wherein the Land is located, but the failure of Agent to do so shall not impair (i) the effectiveness of this Security Instrument as a fixture filing as permitted by the applicable Uniform Commercial Code, or (ii) the validity and enforceability of this Security Instrument in any respect whatsoever. The following information is included for purposes of meeting the requirements of a financing statement:

The name of the Debtor is: LCO Hotel, LLC

The mailing address of the Debtor is: c/o Loews Hotels Holding Corporation, 667 Madison Avenue, New York, New York, 10065.

The name of the Secured Party is: DEUTSCHE BANK AG NEW YORK BRANCH.

The address of the Secured Party is: 60 Wall Street, 10th Floor, New York, New York 10005.

This financing statement covers all of the Mortgagor's personal property and fixtures (whether now owned or hereafter acquired). The personal property and fixtures includes, without limitation, (i) goods which are or are to become fixtures on the Land, (ii) minerals or the like (including, without limitation, oil and gas) located on the Land, (iii) the Tangible Personal Property, and (iv) all proceeds and products of such personal property and fixtures.

(h) **Variable Rate; Additional Interest.** This Security Instrument secures the full and timely payment and performance of the Obligations, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest as provided in the Loan Agreement.

(i) **Collateral Protection Act.** Pursuant to the requirements of the Illinois Collateral Protection Act, 815 ILCS 180/1 et seq., Borrower is hereby notified as follows: Unless Borrower provides Agent with evidence of the insurance coverage required by this Security Instrument, the Loan Agreement or any of the other Loan Documents. Agent may purchase insurance at Borrower's expense to protect the interests of Agent and Lenders in the

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Property. This insurance may, but need not, protect Borrower's interests. The coverage Agent purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Premises. Borrower may later cancel any insurance purchased by Agent but only after providing Agent with evidence that Borrower has obtained insurance as required by this Security Instrument, the Loan Agreement or any of the other Loan Documents. If Agent purchases insurance for the Property, Borrower will be responsible for the costs of such insurance, including interest or any other charges that Agent may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of any such insurance may be added to the Obligations secured hereby. The cost of the insurance may be more than the cost of insurance that Borrower may be able to obtain on its own.

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

(k) **Conflict.** In the event of any inconsistencies between the terms and conditions of this Section 13 and the terms and conditions of the remaining sections of this Security Instrument, the terms and conditions of this Section 13 shall control.

In the event of the commencement of judicial proceedings to foreclose this Security Instrument, Borrower, on behalf of Borrower, its successors and assigns, and each and every person or entity they may legally bind acquiring any interest in or title to the Property subsequent to the date of this Security Instrument: (a) expressly waives any and all rights of appraisal, valuation, stay, extension and (to the extent permitted by law) reinstatement and redemption from sale under any order or decree of foreclosure of this Security Instrument; and (b), to the extent permitted by applicable law, agrees that when sale is had under any decree of foreclosure of this Security Instrument, upon confirmation of such sale, the officer making such sale, or his successor in office, shall be and is authorized immediately to execute and deliver to any purchaser at such sale a deed conveying the Property, showing the amount paid therefor, or if purchased by the person in whose favor the order or decree is entered, the amount of his bid therefor.

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[Signatures on the following page]



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IN WITNESS WHEREOF, this Security Instrument has been duly executed and delivered by Borrower on the date first hereinabove written.

**BORROWER:**

**LCO HOTEL, LLC**  
a Delaware limited liability company

By: Vincent F. Dunleavy  
Name: VINCENT F. DUNLEAVY  
Title: CHIEF FINANCE & ADMINISTRATIVE OFFICER

Property of Cook County Clerk's Office

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STATE OF New York )  
 ) SS  
 COUNTY OF New York )

I, Mercedes Minaya, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Vincent F. Dunleavy personally known to be to be the Chief Finance & Admi. Officer of LCO HOTEL, LLC, a Delaware limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such officer he/she signed and delivered the said instrument pursuant to authority of said office as his/her free and voluntary act, and as the free and voluntary act and deed of said office, as the Chief Finance & Admi. Officer of LCO HOTEL, LLC, a Delaware limited liability company, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this 21<sup>st</sup> day of July, 2014.

Mercedes Minaya  
 Notary Public

[SEAL]

My Commission Expires: 11/2/2017

MERCEDES MINAYA  
 Notary Public, State of New York  
 No. 01MI6213205  
 Qualified in Bronx County  
 Certificate filed in New York County  
 Commission Expires: 11/2/2017



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## EXHIBIT A

### Land

#### PARCEL 1:

LOTS 1 AND 2 IN LE MERIDIEN, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 2007 AS DOCUMENT 0713715054, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOTS 3 AND 4 IN LE MERIDIEN, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 17, 2007 AS DOCUMENT 0713715054, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF LOT 5, LYING SOUTH OF A LINE, DESCRIBED AS BEING 404.42 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5 AND EAST OF A LINE, WHICH FORMS AN ANGLE OF 89 DEGREES, 48 MINUTES, 20 SECONDS MEASURED FROM WEST TO SOUTH WITH THE NORTH LINE OF SAID LOT 5, FROM A POINT ON SAID NORTH LINE, WHICH IS 563.26 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING FROM SAID DESCRIBED TRACT THE WEST 73.0 FEET THEREOF, ALSO EXCEPTING THAT PART THEREOF LYING EAST OF THE CENTER LINE OF WEST RIVER ROAD, AND ALSO EXCEPTING THOSE PARTS THEREOF DEDICATED FOR PUBLIC STREETS PER PLAT REGISTERED AS LR2315186 ALL OF THE ABOVE BEING IN HENRY HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT 4183101 IN BOOK 97 OF PLATS, PAGE 45, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF LOT 5 LYING SOUTH OF THE CORPORATE LIMIT OF THE VILLAGE OF ROSEMONT, SAID CORPORATE LIMIT LINE BEING A LINE 398.94 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 5 AND NORTH OF A LINE DISTANT 404.42 FEET SOUTH AND PARALLEL WITH THE SAID NORTH LINE OF LOT 5 AND EAST OF A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 48 MINUTES 20 SECONDS MEASURED WEST TO SOUTH FROM THE SAID NORTH LINE OF LOT 5 FROM A POINT ON SAID NORTH LINE OF LOT 5 DISTANT 563.26 FEET EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 10 ALL IN HENRY

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HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101 IN BOOK 97 OF PLATS, PAGE 45, IN COOK COUNTY, ILLINOIS EXCEPTING THEREFROM THAT PART LYING EAST OF THE WEST LINE OF DES PLAINES RIVER ROAD.

Permanent Index Numbers:

12-10-100-121-0000 (affects Lot 1 in Parcel 1)  
12-10-100-122-0000 (affects Lot 2 in Parcel 1)  
12-10-100-123-0000 (affects Lot 3 in Parcel 2)  
12-10-100-124-0000 (affects Lot 4 in Parcel 2)  
12-10-100-074-0000 (affects Parcel 3)  
12-10-100-059-0000 (affects Parcel 4)

Street Addresses:

5300 N. River Road, Rosemont, IL (affects Parcels 1, 3 and 4)  
9400-20 Foster Avenue, Chicago, Illinois 60656 (affects Parcels 3 and 4)  
5340 N. River Road, Rosemont, IL (affects Lot 3 of Parcel 2)  
5320 N. River Road, Rosemont, IL (affects Lot 4 of Parcel 2)