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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/28/2015 08:55 AM Pg: 1 of 39

This Instrument prepared by,
and after recording, return to:
Sheryl Kass
King & Spalding LLP
1185 Avenue of the Americas
New York, New York 10036

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

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING, executed on the acknowledgment date of the signature hereto and effective as of February __, 2015 (the "Effective Date"), is made by LGP REALTY HOLDINGS LP, a Delaware limited partnership ("Mortgagor"), whose mailing address is 645 W. Hamilton Street, Suite 500, Allentown, Pennsylvania 18101, to and for the benefit of CITIZENS BANK OF PENNSYLVANIA, a bank chartered in the Commonwealth of Pennsylvania, as Administrative Agent for the Lenders from time to time party to the Credit Agreement (as each such term is defined in the Credit Agreement, which is hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, "Mortgagee"), whose address is 28 State Street, Boston, Massachusetts 02109. Any and all references herein to this "Mortgage" shall mean this Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing.

Background

A. Mortgagor is the owner of the fee simple estate in the parcels of real property located in Cook County, Illinois and more particularly described on Schedule A-1, Schedule A-2, and Schedule A-3 attached hereto and made a part hereof (the "Land"), and all of the Improvements (as defined below) (the Land and the Improvements being collectively referred to herein as the "Real Estate").

B. Mortgagor, as landlord, and Lehigh Gas – Ohio, LLC, a Delaware limited liability company, as tenant (together with its successors and assigns in such capacity, "Operating Lease Tenant"), are or hereafter may be parties to one or more lease agreements

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C. (individually and collectively, as amended, restated, supplemented or otherwise modified from time to time, the "Operating Lease"), pursuant to which Mortgagor has or hereafter may have demised and let the Premises and/or Equipment (as defined below) to Operating Lease Tenant.

D. Lehigh Gas Partners LP, a Delaware limited partnership, as Borrower ("Borrower") entered into that certain Third Amended and Restated Credit Agreement, effective as of March 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and between Borrower, Mortgagee, the Lenders (as defined in the Credit Agreement) and the other parties thereto. The terms of the Subsidiary Guaranty (as hereinafter defined) are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

E. This Mortgage is granted to secure the obligations ("Obligations") under the Credit Agreement, including those of the Guarantors under Article X of the Credit Agreement (the "Subsidiary Guaranty").

F. Mortgagor is a Guarantor under the Subsidiary Guaranty and is fully familiar with the terms and provisions of each Credit Document.

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Mortgagor agrees that, to secure the payment and performance of the Obligations as defined in Section 1.1 of the Credit Agreement:

MORTGAGOR HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS AND CONVEYS TO MORTGAGEE, AS ADMINISTRATIVE AGENT FOR THE LENDERS PURSUANT TO THE CREDIT AGREEMENT, THE RIGHT OF ENTRY AND POSSESSION AS FURTHER DESCRIBED HEREIN, FOR THE USE OF MORTGAGEE, A LIEN UPON AND A SECURITY INTEREST IN:

(a) the Land as more fully described on Schedule A attached hereto and made a part hereof;

(b) all right, title and interest Mortgagor now has or may hereafter acquire in and to all of the buildings, improvements, structures, and fixtures now or subsequently located on the Land (collectively, the "Improvements") or any part thereof, and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Mortgagor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits

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and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all right, title and interest of Mortgagor in and to all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever (including, but not limited to, all equipment and personalty connected with the operation of the gas station at the Real Estate and/or any other Improvements), and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Mortgagor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being collectively referred to herein as the "Equipment");

(e) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Mortgagor;

(f) all right, title and interest of Mortgagor in and to the Operating Lease and all other existing and future leases, subleases, sub-franchise agreements or other occupancy agreements covering, and all agreements for any use of, all or any part of the Land described in Schedule A hereto, the Improvements located thereon and the other Mortgaged Property (as defined herein), and all extensions, renewals and guarantees thereof and all amendments and supplements thereto (individually, a "Lease" and collectively, the "Leases"), including without limitation (i) all rents, revenues, issues, income, receipts, profits and other amounts now or hereafter becoming due to Mortgagor under the Leases (whether for the letting of space, for services, materials or installations supplied by Mortgagor, insurance and taxes or for any other reason whatsoever), and all insurance proceeds, condemnation awards, damages following any defaults by tenants under the Leases (collectively, "Tenants"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "Rents") and all rights to direct the payment of, make claim for, collect,

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receive and receipt for the Rents; and (ii) (x) all claims, rights, privileges and remedies on the part of Mortgagor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under any Lease to which it is a party, (y) all rights, powers and privileges of Mortgagor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and (z) all other claims, rights, powers, privileges and remedies of Mortgagor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Mortgagor is entitled to do thereunder or with respect thereto (collectively, the "Lessor Rights"). The Lessor Rights, Leases and Rents are hereinafter sometimes referred to as the "Assigned Property";

(g) all right, title and interest of Mortgagor in and to all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and Mortgagor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below or as otherwise expressly set forth in the Credit Agreement; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable Lease, contract, consent, license or other item unless the appropriate consent has been obtained, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase, use or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing;

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property and the rights and privileges hereby conveyed unto Mortgagee, its successors and assigns, for the uses and purposes set forth herein and in the Credit Agreement, WITH RIGHT OF ENTRY AND POSSESSION AS FURTHER

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DESCRIBED HEREIN, forever, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee, against every Person whomever lawfully claiming or to claim the same or any part thereof, until the Obligations are fully paid and performed.

This Mortgage secures present and future advances and re-advances made by the Lenders for the benefit of Borrower and Mortgagor and the lien of such future advances and re-advances shall relate back to the date of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with and for the benefit of Mortgagee and the Lenders as follows:

1. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to the Real Estate, and good title to the rest of the Mortgaged Property, subject only to the Permitted Liens. Subject to the Permitted Liens, Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all Persons. Mortgagor represents and warrants that it has the first priority and lawful authority to grant, bargain, assign, transfer and convey a first priority lien and security interest in all of the Mortgaged Property to Mortgagee, subject only to the Permitted Liens as provided in this Section 1, in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any grantor, lessor, sublessor, Governmental Authority, or other Person whomsoever. The Operating Lease shall be subject and subordinate to the lien of this Mortgage, and Mortgagor and Operating Lease Tenant shall execute and deliver to Mortgagee, such instruments that Mortgagee deems reasonably necessary to subordinate the Operating Lease to the lien of this Mortgage.

2. Payment of Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Credit Agreement and/or each Credit Document.

3. Requirements. Mortgagor shall promptly comply with all laws applicable to the Mortgaged Property, and all covenants, restrictions, conditions and requirements now or hereafter of record or which otherwise may be applicable to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property, except where a failure to do so could not reasonably be expected to have (i) a Material Adverse Effect, or (ii) a material adverse effect on (A) the current use of the Mortgaged Property, or (B) the value of the Mortgaged Property (assuming its current use). Mortgagor shall not commit, nor permit or suffer to occur, any material waste with respect to the Mortgaged Property.

4. Payment of Taxes and Other Impositions.

(a) Promptly when due and in any event prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, Mortgagor shall pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or

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agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or which may become a lien on any of the Mortgaged Property, or arising in respect of the occupancy, use, operation or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions") except where (i) the validity or amount thereof is being contested in good faith by appropriate proceedings and in accordance with the provisions of the Credit Agreement, and that non-payment thereof will not result in forfeiture, sale, loss or diminution of any interest of Mortgagor (or Mortgagee) in the Mortgaged Property, and (ii) the Mortgagor has set aside on its books adequate reserves with respect thereto in accordance with GAAP, which reserves shall include reasonable additional sums to cover possible interest, costs and penalties; provided, however, that Mortgagor shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final (and, subject to Mortgagee's rights and remedies during an Event of Default and any provisions set forth in the Credit Agreement to the contrary, Mortgagee shall make any sum deposited in such reserve available for such payment); and provided, further, that, in all events, Impositions, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Mortgaged Property may be sold, lost or forfeited. Upon request by Mortgagee, Mortgagor shall deliver to Mortgagee evidence reasonably acceptable to Mortgagee showing the payment of any such Imposition made by Mortgagor. If by law any Imposition, at Mortgagor's option, may without penalty or premium be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition); Mortgagor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Subject to the right of Mortgagor to contest as provided in Section 4(a) above, nothing herein shall affect any right or remedy of Mortgagee under this Mortgage or otherwise, without notice or demand to Mortgagor, to pay any Imposition after the date such Imposition shall have become due, and add to the Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Mortgagee in discharge of any Impositions shall be (i) a lien on the Mortgaged Property secured hereby prior to any right or title to, interest in, or claim upon the Mortgaged Property subordinate to the lien of this Mortgage, and (ii) payable within five (5) Business Days of demand by Mortgagor to Mortgagee together with interest at the Default Rate as set forth above.

(c) As of the date hereof, Mortgagor represents and warrants that Mortgagor (i) has filed all federal, state, county, municipal and city income and other material tax returns required to have been filed by it and has paid all taxes and other Impositions which have become due or pursuant to any assessments or charges received by it, (ii) does not know of any basis for any additional assessment or charge in respect of any such taxes or other Impositions, and (iii) has paid in full all sums owing or claimed for labor, material, supplies, personal property (whether or not forming an Improvement hereunder) and services of every kind and character used, furnished or installed by or on behalf of Mortgagor in or on the Mortgaged Property that are now due and owing and no claim for same exists or will be permitted to be created, except

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such claims as may arise in the ordinary course of business and that are not yet past due or which are being contested in good faith by appropriate proceedings diligently conducted and that non-payment thereof will not result in forfeiture, sale, loss or diminution of any interest of Mortgagor (or Mortgagee) in the Mortgaged Property, if adequate reserves with respect thereto are maintained on the books of Mortgagor.

5. Insurance.

(a) Mortgagor shall maintain, with financially sound and reputable companies, insurance policies (i) insuring the Real Estate against loss by fire, explosion, theft and such other casualties and risks as are included in a standard "extended coverage" form and "special form" (formerly known as an "all risk" endorsement policy) policy and as may be otherwise reasonably satisfactory to Mortgagee, in an amount equal to the full replacement cost of the Improvements, without deduction for physical depreciation and such that Mortgagee would not be deemed a co-insurer, (ii) commercial general liability insurance, including broad form comprehensive general liability coverage for broad form property damage, contractual damages and personal injuries (including death resulting therefrom), and (iii) any other insurance with respect to the Mortgaged Property that may be required under the Credit Agreement or is otherwise from time to time reasonably required by Mortgagee in order to protect its interests, all such policies to be in such form and amounts and have such coverage as may be reasonably satisfactory to Mortgagee. All of the insurance policies required hereunder shall (A) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days (ten (10) days in the case of non payment of premium) after receipt by the Mortgagee of written notice thereof, (B) contain a standard, non-contributory Mortgagee clause naming Mortgagee, and its successors and assigns, as an additional insured party under all liability insurance policies, as the first Mortgagee and loss payee on all property insurance policies, and a loss payee on all rental loss or business interruption insurance policies, and (C) include deductibles reasonably satisfactory to Mortgagee.

(b) If any portion of the Improvements is located in an area identified as a special flood hazard area by the Federal Emergency Management Agency or other applicable agency, Mortgagor shall maintain or cause to be maintained, flood insurance in an amount reasonably satisfactory to Mortgagee, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended.

(c) Mortgagor shall promptly comply with and conform in all material respects to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Mortgagor or to any of the Mortgaged Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration or repair of any of the Mortgaged Property. Mortgagor shall not use or permit the use of the Mortgaged Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by Mortgagor under this Mortgage.

(d) If Mortgagor is in default of its obligations to insure or deliver to Mortgagee any such prepaid policy or policies, then Mortgagee, at its option upon five (5)

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Business Days' written notice to Mortgagor (unless, in Mortgagee's judgment, in its sole discretion, Mortgagee's security would be compromised by giving such notice), may effect such insurance from year to year, and pay the premium or premiums therefor, and Mortgagor shall pay to Mortgagee, within three (3) Business Days of demand, such premium or premiums so paid by Mortgagee with interest from the time of payment at the Default Rate.

(e) In the event of loss, Mortgagee shall have the exclusive right to adjust, collect and compromise all insurance claims, and Mortgagor shall not adjust, collect or compromise any claims under said policies without the prior written consent of Mortgagee. Each insurer is hereby authorized and directed to make payment under said policies, including return of unearned premiums relating to the Mortgaged Property, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee as Mortgagor's attorney-in-fact to endorse any draft therefor. Subject to the terms of the Credit Agreement and this Mortgage (including, without limitation, Section 7 of this Mortgage), all insurance proceeds shall be made available to Mortgagor for the repair and restoration of the Mortgaged Property; provided, however, that if an Event of Default shall have occurred and be continuing, or any event or condition which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and subsequently shall not be cured within any applicable cure period, Mortgagee instead may obtain such amounts and apply the same to the Obligations in accordance with the terms and provisions of the Credit Agreement.

(f) In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any insurance proceeds relating to the Mortgaged Property shall be applied by Mortgagee to the Obligations.

(g) In applying the provisions of Section 37 hereof, the terms and provisions of this section shall be deemed to supplement, and not conflict with, the terms and provisions of the Credit Agreement relating to insurance.

6. Condemnation. Mortgagor, promptly upon obtaining knowledge of the institution of any proceedings for the condemnation or taking by eminent domain of any of the Mortgaged Property, shall notify Mortgagee of the pendency of such proceedings. Mortgagee may participate in any such proceedings and Mortgagor shall deliver to Mortgagee all instruments requested by it to permit such participation. Any award or compensation for property taken or for damage to property not taken, whether as a result of such proceedings or in lieu thereof, is hereby assigned to and shall be received and collected directly by Mortgagee. Subject to the terms of the Credit Agreement and this Mortgage (including, without limitation, Section 7 of this Mortgage), all condemnation awards shall be made available to Mortgagor for the repair and restoration of the Mortgaged Property; provided, however, that if an Event of Default shall have occurred and be continuing, or any event or condition which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall have occurred and subsequently shall not be cured within any applicable cure period, Mortgagee instead may obtain such amounts and apply the same to the Obligations in accordance with the terms and provisions of the Credit Agreement.

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7. Restoration.

(a) Insurance proceeds and condemnation awards (or payments in lieu thereof) shall, subject to Mortgagee's reasonable consent, be used by Mortgagor to repair and restore the Mortgaged Property, in accordance with the Credit Agreement and this Section 7. Restoration shall be performed only in accordance with the following conditions:

(i) prior to commencement of restoration and from time to time during restoration, Mortgagee may require Mortgagor to deposit the proceeds of any insurance or condemnation proceeds, plus any additional monies into the restoration fund with Mortgagee in amounts which, in Mortgagee's judgment, are sufficient to defray all costs to be incurred to complete the restoration and all costs associated therewith, including labor, materials, architectural and design fees and expenses and contractor's fees and expenses, and Mortgagee shall have approved a budget and cost breakdown for the restoration, together with a disbursement schedule, in detail satisfactory to Mortgagee;

(ii) prior to commencement of restoration, the total cost of which exceeds \$350,000, the contracts, contractors, plans and specifications for the restoration shall have been approved by Mortgagee (such approval not to be unreasonably withheld) and all governmental authorities having jurisdiction, and Mortgagee shall be provided with satisfactory title insurance and acceptable surety bonds insuring satisfactory completion of the restoration and the payment of all subcontractors and materialmen;

(iii) all restoration work shall be done under fixed price contracts, fully bonded;

(iv) at the time of any disbursement, an Event of Default or any event or conditions which with the passage of time or the giving of notice, or both, would constitute an Event of Default shall not have occurred, no mechanics' or materialmen's liens shall have been filed and remain undischarged and an endorsement satisfactory to Mortgagee to any title insurance policy insuring the lien of this Mortgage shall have been delivered to Mortgagee;

(v) if funds for the restoration of the Mortgaged Property are held by Mortgagee in a restoration fund, disbursements from the restoration fund shall be made from time to time, but not more frequently than once each calendar month, for completed work under the aforesaid contracts (subject to retainage not in excess of 10%) and for other costs associated therewith and approved by Mortgagee upon receipt of evidence satisfactory to Mortgagee of the stage of completion and of performance of the work in a good and workmanlike manner in accordance with the contracts, plans and specifications as approved by Mortgagee;

(vi) Mortgagor will pay the cost of Mortgagee's inspecting architect or engineer and the cost of any attorney's fees and disbursements incurred by Mortgagee in connection with such restoration;

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(vii) Mortgagee shall have the option to retain up to ten percent (10%) of the cost of all work until the restoration is fully completed, as determined by Mortgagee, and all occupancy permits therefor have been issued;

(viii) Mortgagee may impose such other reasonable conditions, including a restoration schedule, as are customarily imposed by construction lenders to assure complete and lien-free restoration; and

(ix) any sum remaining in the restoration fund or any such funds not applied by Mortgagor to the restoration of the Mortgaged Property, shall be applied to the Obligations.

(b) If within a reasonable period of time after the occurrence of any loss or damage to the Mortgaged Property Mortgagor shall not have submitted to Mortgagee and received Mortgagee's approval (to the extent required pursuant to subsection (a)) of plans and specifications for the repair, restoration or rebuilding of such loss or damage or shall not have obtained approval of such plans and specifications from all governmental authorities whose approval is required or if, after such plans and specifications are approved by Mortgagee (to the extent required pursuant to subsection (a)) and by all such governmental authorities, Mortgagor shall fail to commence promptly such repair, restoration or rebuilding or if thereafter Mortgagor fails to carry out diligently such repair, restoration or rebuilding, or subject to Section 4(c)(iii) hereof, is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work or if any other condition of this paragraph is not satisfied within a reasonable period of time after the occurrence of any such loss or damage, then Mortgagee, in addition to all other rights herein set forth, and after giving Mortgagor thirty (30) days written notice of the nonfulfillment of one or more of the foregoing conditions, may, failing Mortgagor's fulfillment of said conditions within said thirty (30)-day period, at Mortgagee's option, (A) apply the restoration fund and any and all insurance proceeds or condemnation awards received by Mortgagor to the Obligations in accordance with the Credit Agreement, and/or (B) perform or cause to be performed such repair, restoration or rebuilding and may take such other steps as Mortgagee may elect to carry out such repair, restoration or rebuilding and may enter upon the Mortgaged Property for any of the foregoing purposes, and Mortgagor hereby waives, for itself and all others holding under it, any claim against Mortgagee and any receiver and their respective agents (other than a claim based upon the alleged gross negligence or intentional misconduct of Mortgagee or any such receiver or agent) arising out of anything done by them or any of them pursuant to this paragraph and Mortgagee may, in its discretion, apply any insurance or condemnation proceeds held by it to reimburse itself and/or such receiver for all amounts expended or incurred by it in connection with the performance of such work, including reasonable attorneys' fees, and any excess costs shall be paid by Mortgagor to Mortgagee, and Mortgagor's obligation to pay such excess costs shall be secured by the lien of this Mortgage and shall bear interest at the Default Rate until paid.

(c) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control

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from any cause insured against or required to be insured against by the provisions of this Mortgage.

8. Restrictions; Negative Covenants.

(a) Except as may be expressly provided for in the Credit Agreement and except for the Lien of this Mortgage and the Permitted Liens, Mortgagor shall not further encumber the Mortgaged Property or create or suffer to exist any Lien, charge or encumbrance on the Mortgaged Property, or any part thereof, whether superior or subordinate to the Lien of this Mortgage and whether recourse or non-recourse.

(b) Mortgagor shall notify Mortgagee, in writing and in advance, with respect to all proposed alterations, improvements or additions to the Mortgaged Property which are of a material nature, and Mortgagor shall not effect any material alteration, improvement or addition to the Mortgaged Property exceeding \$300,000.00 without the prior written consent of Mortgagee in each instance. Without limiting the definition of the phrase "material alteration, improvement or addition", any change affecting the structure or use of an Improvement, or materially restricting the access thereto, shall be deemed a "material alteration, improvement or addition".

(c) All negative covenants made by Borrower in Article 6 of the Credit Agreement are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such negative covenants were set forth at length herein as the negative covenants of Mortgagor.

9. Transfer Restrictions. Except as may be expressly permitted by the Credit Agreement, Mortgagor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Mortgaged Property.

10. Leases. Except as expressly permitted under the Credit Agreement, Mortgagor shall not (a) execute an assignment or pledge of any Lease other than in favor of Mortgagee, (b) execute or permit to exist any Lease of any of the Mortgaged Property other than a Lease of all or a portion of the Mortgaged Property existing on the date hereof or a commercially reasonable Lease subsequently entered into in the ordinary course of Mortgagor's business in a manner and to an extent consistent with past practice and/or necessary or desirable for the prudent operation of its business, (c) convey in trust, pledge, assign, hypothecate, or otherwise encumber or transfer any Lease or any interest in any Lease, or (d) amend or modify any Lease or any interest in any Lease except in the ordinary course of Mortgagor's business in a manner and to an extent consistent with past practice and/or necessary or desirable for the prudent operation of its business as long as such action is commercially reasonable and will not result in a Material Adverse Effect.

11. Repair. Mortgagor shall keep the Mortgaged Property in good order and condition (reasonable wear and tear excepted), and shall make all repairs, replacements and improvements thereof and thereto which are necessary to keep the same in such order and

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condition. Mortgagor shall use reasonable efforts to prevent any act or occurrence which might impair the value or usefulness of the Mortgaged Property for its intended usage.

12. Further Assurances. To further assure Mortgagee's rights under this Mortgage, Mortgagor agrees promptly upon demand of Mortgagee to do any act or execute and deliver, record and/or file any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a separate assignment of (i) each Lease in recordable form and (ii) any other agreement to which Mortgagor is a party) as may be reasonably required by Mortgagee to confirm the Lien of this Mortgage and all other rights or benefits conferred on Mortgagee by this Mortgage, the Credit Agreement and/or any Credit Document.

13. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor hereunder, after the applicable notice and within the applicable grace period, if any, provided for in the Credit Agreement, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the Default Rate, shall within three (3) Business Days of written demand be due from Mortgagor to Mortgagee and the same shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the Lien of this Mortgage. No payment or advance of money by Mortgagee under this Section 13 shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

14. Events of Default. Each of (i) the occurrence of an Event of Default under the Credit Agreement or any Credit Document by Mortgagor or Borrower, (ii) the failure of Mortgagor to perform or observe any of the obligations in Section 5, Section 6, Section 7 or Section 8 hereof, (iii) any representation or warranty made by Mortgagor under this Mortgage being untrue in any material respect when made, or (iv) the failure by Mortgagor to duly perform and observe any other provision in this Mortgage and the continuation of such failure for a period of thirty (30) days after notice from Mortgagee, shall constitute an "Event of Default" hereunder.

15. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee may immediately take such action, without notice or demand as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action on the Credit Agreement, the Subsidiary Guaranty or any other Credit Document, or (C) take such other action at law or in equity for the

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enforcement of this Mortgage or any of the Credit Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment; and

(ii) To the extent permitted under applicable law, Mortgagee may personally, or by its agents, attorneys and employees, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations, enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time), and use, operate, manage, maintain and control the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation other than limitations under applicable law, (A) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion, deem proper, (B) to enforce, cancel or modify any Lease or other agreement to which Mortgagor is a party, and (C) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(b) In case of a foreclosure sale, the Mortgaged Property may be sold, at Mortgagee's election, in one parcel or in more than one parcel and Mortgagee is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Mortgaged Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Mortgaged Property received by the Mortgagee shall be held by the Mortgagee for the benefit of the Lenders as collateral security for the Obligations (whether matured or unmatured), and shall be applied in payment of the Obligations in accordance with the terms and provisions of the Credit Agreement.

16. Right of Mortgagee to Credit Sale. Upon the occurrence of any sale of all or any portion of the Mortgaged Property made under this Mortgage by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage, the net sales price after deducting therefrom the expenses of sale and the cost of the

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action and any other sums that Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Credit Agreement, including the Subsidiary Guaranty, and any documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

17. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and subsequent to five (5) Business Days' written notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property, or any other collateral or the interest of Mortgagor therein as security for the Obligations, shall have the right to the extent permitted by applicable law to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Mortgaged Property, without requiring the posting of a surety bond except as required by applicable law, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or the solvency or insolvency of Mortgagor or any other party obligated for payment of all or any part of the Obligations, and whether or not waste has occurred with respect to the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

18. Extension, Release, etc.

(a) Without affecting the Lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, subject to the terms of the Credit Agreement, agree to (i) release any Credit Party liable for the indebtedness borrowed or guaranteed under the Credit Agreement or any Credit Document, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Credit Agreement or any Credit Document or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) Unless such action results in payment and performance in full of the Obligations secured by this Mortgage, no recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

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(c) If Mortgagee shall have the right to foreclose this Mortgage, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage. The failure to make any Tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such Tenants as required in any statutory procedure governing a sale of the Mortgaged Property, or to terminate such Tenant's rights in such sale will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

(d) Unless expressly provided otherwise herein, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same Person, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

19. Security Agreement under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code (the "Code") of the State of Illinois with respect to personal property and/or "fixtures" (within the meaning of Section 9-102(a)(41) of the Code) included in the Mortgaged Property. If an Event of Default shall occur and be continuing under this Mortgage, then, in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Mortgaged Property which is personal property, including, without limitation, taking possession of and selling such property (if it can be done without breach of the peace), provided that if the personal property is affixed to real estate, such removal shall be subject to the conditions stated in the Code, or (ii) to the extent permitted under applicable law, treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Mortgagee shall elect to proceed under the Code, then ten (10) Business Days' written notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the personal property is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. At Mortgagee's request, Mortgagor shall assemble the personal property (if applicable) and make it available to Mortgagee at a reasonable location, as designated by Mortgagee.

(b) This Mortgage is intended to be a financing statement within the purview of Section 9-502(c) of the Code with respect to the personal property described herein, which goods are or may become fixtures relating to the Mortgaged Property. This Mortgage is to be filed for recording with the recorder of deeds of the county or counties where the Mortgaged Property is located. Mortgagor is the record owner of the Mortgaged Property.

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(c) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

(d) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Mortgage shall also constitute a "fixture filing" for the purposes of the Code against all of the Mortgaged Property which is or is to become fixtures; (iii) Mortgagor is the record owner of the Land; (iv) the addresses of Mortgagor, as debtor, and Mortgagee, as secured party, are as set forth on the first page of this Mortgage; and (v) Mortgagor's organizational identification number is 5189428.

20. Intentionally Omitted.

21. Absolute Assignment of Leases and Rents.

(a) Absolute Assignment. Mortgagor hereby absolutely and unconditionally grants, transfers, conveys, sells, sets over and assigns to Mortgagee all of Mortgagor's right, title and interest now existing and hereafter arising in and to the Leases, now existing and hereafter arising which affect the Mortgaged Property, Mortgagor's interest therein or any improvements located thereon, together with any and all rights thereunder, and hereby gives to and confers upon Mortgagee the right to collect all Rents and all other Lessor Rights. This Mortgage is intended by Mortgagee and Mortgagor to create and shall be construed to create an absolute assignment to Mortgagee of all of Mortgagor's right, title and interest in and to the Leases and Rents and shall not be deemed merely to create a security interest therein for the payment of any indebtedness or the performance of any obligations under the Credit Documents. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney at the option of Mortgagee at any time to demand, receive and enforce payment, to give receipts, releases and satisfactions and to sue, either in the name of Mortgagor or in the name of Mortgagee, for all such Rents and apply the same to the Obligations, and to exercise all other Lessor Rights.

(b) Revocable License to Collect. Notwithstanding the foregoing assignment of Rents, so long as no Event of Default remains uncured, Mortgagor shall have a revocable license to collect all Rents, and to retain any portion thereof not required to pay the expenses of the Mortgaged Property or the obligations secured thereby. Upon the occurrence and continuation of any Event of Default, Mortgagor's license to collect and retain Rents shall terminate automatically and without the necessity for any notice.

(c) Representations and Warranties. Mortgagor represents and warrants to Mortgagee that:

(i) **Title.** By execution and delivery of this Mortgage, Mortgagor has assigned, sold, transferred, granted and conveyed to Mortgagee good and marketable title to the Assigned Property, free and clear of any lien (except for Permitted Encumbrances), assignment,

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option or other charge or encumbrance, prior to and enforceable against Mortgagor, all creditors of and purchasers from Mortgagor, and other Persons whomsoever. All recordings and other actions necessary or desirable to ensure the validity, enforceability or priority of, or otherwise protect, the ownership interest of Mortgagor in the Assigned Property have been duly made and validly taken. Mortgagor has not assigned, transferred, conveyed in trust, pledged or otherwise encumbered any of its right, title and interest in, to and under the Leases and the Rents (except to lenders who have been paid in full and have released, reconveyed and satisfied all such assignments, transfers or pledges of the Leases and Rents to Mortgagor and all right, title or interest (security or otherwise) in and to the Leases and Rents) or any other Assigned Property and no part thereof is subject to any lien or other encumbrance, except in favor of Mortgagee.

(ii) **Governmental Approvals and Filings.** No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority (as defined in the Credit Agreement) will be necessary (a) for the assignment, sale, transfer, grant and conveyance by Mortgagor to Mortgagee of the Assigned Property pursuant to this Mortgage or for the execution, delivery or performance of this Mortgage by Mortgagor, (b) to ensure the validity, enforceability or priority (as against Mortgagor, all creditors of and purchasers from Mortgagor and all other Persons whomsoever) of the ownership interest of Mortgagee in the Assigned Property, or (c) for the exercise by Mortgagee of any of its rights or remedies hereunder, except for the recording of this Mortgage in the applicable recording office.

(iii) **Existing Leases.** A true and correct schedule describing each Lease existing on the date hereof, as amended, supplemented or otherwise modified to the date hereof, has been furnished to Mortgagee. Each such Lease has been duly authorized, executed and delivered by each party thereto, is in full force and effect, and is the legal, valid and binding obligation of each party thereto, enforceable against each such party in accordance with its terms, subject to applicable bankruptcy, reorganization, moratorium or other laws affecting creditors' rights generally and subject to principles of equity. No default exists by Mortgagor or, to Mortgagor's knowledge, any Tenant under any of the Leases, and no Rents have been received by Mortgagor more than one (1) month in advance of the time when the same became due under the terms of the Leases. To Mortgagor's knowledge, no such Lease is subject to any offsets, counterclaims or defenses by any party thereto (other than Mortgagor).

(iv) Mortgagor has not affirmatively done any act that would prevent Mortgagee from, or limit Mortgagee in, acting under any of the provisions of the foregoing assignment.

(v) Except for any matter disclosed in the Credit Agreement, no action has been brought or, so far as is known to Mortgagor, is threatened, which would interfere in any way with the right of Mortgagor to execute the foregoing assignment and perform all of Mortgagor's obligations contained in this Section 21 or in the Leases.

(d) Covenants of Mortgagor.

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(i) **Books and Records; Inspection.** Mortgagor shall (a) keep complete and accurate books and records concerning the Leases and the Rents and any other Assigned Property and, at the request of Mortgagee from time to time upon reasonable advance notice, permit Mortgagee or its representatives to inspect and copy such books and records, (b) at the request of Mortgagee from time to time upon reasonable advance notice, permit Mortgagee or its representatives to inspect any Assigned Property not in the possession of Mortgagee, and (c) furnish to Mortgagee such information and reports in connection with the Assigned Property at such times and in such form as Mortgagee may reasonably request. Mortgagee shall have the right to verify the Assigned Property from time to time, and Mortgagor shall cooperate with Mortgagee in such verification.

(ii) **Transfers and Liens; Etc.** Except as permitted under the Credit Agreement, Mortgagor shall not assign, transfer, convey in trust, pledge or otherwise encumber, or create or permit to exist any lien or other encumbrance on or in, any of the Assigned Property (voluntarily or involuntarily, by operation of law or otherwise), except in favor of Mortgagee.

(iii) **Covenants Relating to the Leases.**

1. **Performance; Etc.** Section 5.12(d) of the Credit Agreement is hereby incorporated by reference as if fully set forth herein. Mortgagor, as a Credit Party to the Credit Agreement, shall comply with the terms of the Leases in accordance with Section 5.12(d) of the Credit Agreement.

2. **Notices; Demands.** Mortgagor shall (i) promptly give Mortgagee copies of any notices of default given or received by Mortgagor under the Operating Lease or any of the other Leases, (ii) if requested by Mortgagee, from time to time use commercially reasonable efforts to cause the Operating Lease Tenant and the Tenants under any other Lease to execute and deliver to Mortgagee within 5 days after notice if delivered by hand, overnight courier or facsimile, and within 20 days after notice if delivered by mail, such certificate or certificates as to the status of such Leases, the minimum Rent, additional Rent and other charges payable thereunder, and the Tenant's and Mortgagor's compliance with the terms thereof as shall be in form and substance satisfactory to Mortgagee or in the form required by an existing Lease (it being understood that for any Lease entered into following the Effective Date, Mortgagor shall include in each Lease a clause obligating Tenant to execute and deliver such certificate or certificates to Mortgagor and its mortgagees and beneficiaries as often as may be requested), and (iii) from time to time upon the request of Mortgagee make such other demands and requests for information and reports or for action by the Tenants under the Leases as Mortgagor is entitled to make under or in connection with the Leases.

3. **New Leases; Amendments; Etc.** Except as otherwise permitted by the Credit Agreement, Mortgagor shall not (i) enter into any Lease without first obtaining Mortgagee's written approval of such Lease, the terms and conditions thereof and the Tenant thereof (except that Mortgagor may enter into the Operating Lease and other Leases, as permitted by the terms of the Credit Agreement without Mortgagor's prior written consent), (ii) amend or modify any of the terms of any Lease except in the ordinary course of business,

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(iii) consent to, permit or accept any payment or prepayment of Rents payable under any Lease earlier than one (1) month in advance of its due date, (iv) terminate any Lease or consent to the cancellation or surrender of thereof except in the ordinary course of business, (v) give or join in any material waiver, consent or approval with respect to any Lease, (g) settle or compromise any claim against any Tenant arising out of or in respect of any Lease, (h) waive any default under or breach of any Lease, or (vi) take any other action in connection with any Lease which would materially impair the value of the rights or interests of Mortgagor or Mortgagee thereunder or therein. The requirement for approval of Leases (or of any other documents or matters) by Mortgagee, pursuant to this Mortgage or any other Credit Document, shall be for Mortgagee's protection only and shall not be considered an assumption by Mortgagee of any responsibility to Mortgagor or any other person with respect to the adequacy, sufficiency, advisability or terms of any of the Leases (or of any of such other documents or matters), and no approvals by Mortgagee of Leases (or such other documents or matters) and no waiver by Mortgagee of, or consent or approval by Mortgagee with respect to, any covenant of Mortgagor contained herein or in any other Credit Document shall give rise to any liability by Mortgagee to Mortgagor or any other person.

(iv) **Right of Mortgagee to Direct Payment of Rents.** The assignment set forth above includes the full and complete assignment by Mortgagor to Mortgagee of all right, power and privilege of Mortgagor to direct the party to whom Rents are to be paid. Such assignment of the right to direct payment of Rents is unconditional and unrestricted and may be exercised by Mortgagee at any time, after the occurrence and during the continuance of any Event of Default. The Tenants shall be, and hereby are, irrevocably authorized to rely upon and act in accordance with (and shall be fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee or its nominee of any Rents which may then be or thereafter become due under the Leases, and shall have no duty to inquire whether any such notice or demand by Mortgagee conflicts with any provision of this Mortgage. By its acceptance hereof, Mortgagee covenants with Mortgagor that Mortgagee will not direct Tenants to pay Rents to any party other than Mortgagor unless and until an Event of Default has occurred and is then continuing. The assignment of the right to direct payment of Rents referred to in this Section 21 is not in any way conditioned on or subject to the foregoing covenant. Any direction by Mortgagee for the payment of Rents shall be valid and enforceable against Mortgagor, Mortgagor hereby waiving any right to seek specific performance of such covenant.

(e) Rights and Remedies of Mortgagee.

(i) **Right of Mortgagee To Cure Mortgagor Defaults.** If Mortgagor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Mortgagee may (but shall not be obligated to) pay, perform or observe the same and collect the cost thereof from Mortgagor, all as more fully provided in Section 13 of this Mortgage.

(ii) **Mortgagee Not Liable; Indemnification.** Anything contained herein or in any of the Leases to the contrary notwithstanding, (a) Mortgagor shall at all times remain solely liable under the Leases to perform all of the obligations of Mortgagor thereunder to the same extent as if this Mortgage had not been executed, (b) neither this Mortgage nor any

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action or inaction on the part of Mortgagor or Mortgagee shall release Mortgagor from any of its obligations under the Leases or constitute an assumption of any such obligations by Mortgagee and (c) Mortgagee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Mortgage, nor shall Mortgagee be required or obligated in any manner to make any payment or perform any other obligation of Mortgagor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Mortgagee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Mortgagee or to which it may be entitled at any time or times. Mortgagor shall and does hereby agree to indemnify Mortgagee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Leases or this Mortgage, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise; provided, however, that the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Mortgagee. Should Mortgagee incur any such liability, loss or damage in connection with or with respect to the Leases or this Mortgage, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Mortgagor to Mortgagee immediately upon demand together with interest thereon at the Default Rate (as defined in the Note) until paid.

(iii) **Default.** If an Event of Default shall occur and is then continuing, Mortgagee may, to the extent permitted under applicable law, without notice and irrespective of whether or not the Obligations shall then be due and payable, and without regard to the adequacy of the security for the Obligations, (a) enter and take possession of the Mortgaged Property or any part thereof, and upon such entry, manage, lease and operate the same on such terms and for such period of time as Mortgagee may deem proper, and (b) whether or not Mortgagee has so entered and taken possession of the Mortgaged Property or any part thereof, perform any of the obligations and exercise any of the rights, powers, privileges and remedies of Mortgagor, and do any and all acts, matters and other things that Mortgagor is entitled to do, under or with respect to the Leases, including without limitation making, enforcing, modifying, terminating or accepting surrenders of Leases, obtaining or evicting Tenants, setting or modifying Rents, directing the Tenants to make payments of Rents directly to Mortgagee or its nominee and collecting and receiving Rents. Mortgagee shall apply any Rents received by it, first to the payment of all expenses which Mortgagee may be authorized to incur under the provisions of this Mortgage (including, without limitation, the cost of all repairs, replacements, alterations, additions or improvements to the Mortgaged Property and all expenses incident to entering and taking possession of the Mortgaged Property and managing, leasing and operating the same), and then to the payment of the Obligations. The Tenants shall be, and hereby are, irrevocably authorized to rely upon and act in accordance with (and shall be fully protected in so doing) any notice or demand by Mortgagee for the payment to Mortgagee or its nominee of any Rents which may then be or thereafter become due under the Leases, or for the performance of any of the Tenants' obligations under the Leases, and shall have no duty to inquire whether any such notice or demand by Mortgagee conflicts with any provision of this Mortgage.

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(iv) **Mortgage Foreclosure.** Upon foreclosure of the lien of this Mortgage, or delivery of a deed in lieu of foreclosure, all right, title and interest of Mortgagor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Mortgaged Property in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Mortgagor. Nevertheless, Mortgagor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Mortgagee may require in connection therewith and hereby irrevocably appoints Mortgagee the attorney-in-fact of Mortgagor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Mortgagee may deem necessary or desirable, and Mortgagee may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

(v) **Collection and Application of Rents by Mortgagee.** While any Event of Default remains uncured: (i) Mortgagee may at any time, without notice, in person, by agent or by court-appointed receiver, and without regard to the adequacy of any security for the Obligations, enter upon any portion of the Mortgaged Property and/or, with or without taking possession thereof, in its own name sue for or otherwise collect Rents (including past due amounts); and (ii) without demand by Mortgagee therefor, Mortgagor shall promptly deliver to Mortgagee all prepaid rents, deposits relating to Leases or Rents, and all other Rents then held by or thereafter collected by Mortgagor whether prior to or during the continuance of any Event of Default. Any Rents collected by or delivered to Mortgagee shall be applied in accordance with the Act (as herein defined) (735 ILCS 5/15-1101 *et seq.*) and, unless otherwise specified in such Act, in such order as Mortgagee shall elect in its sole and absolute discretion. No application of Rents against any Obligation or other action taken by Mortgagee under this Section 21 shall be deemed or construed to cure or waive any Event of Default, or to invalidate any other action taken in response to such Event of Default, or to make Mortgagee a mortgagee-in-possession of the Mortgaged Property.

22. **Additional Rights.** The holder of any subordinate lien or subordinate mortgage on the Mortgaged Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Mortgage, nor shall Mortgagor consent to any holder of any subordinate lien or subordinate mortgage joining any tenant under any Lease in any action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Mortgage, all subordinate lienholders and the mortgagees and beneficiaries under subordinate mortgages or deeds of trust are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may, in its sole discretion and without regard to the adequacy of its security under this Mortgage, apply all or any part of any amounts on deposit with Mortgagee under this Mortgage against all or any part of the Obligations. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Mortgagee on account of such Default or Event of Default.

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23. Mortgagor's Indemnities. Mortgagor agrees to protect, indemnify and hold harmless Mortgagee and each of the Indemnitees from and against any and all losses which Mortgagee or any of such Indemnitees may incur under or by reason of the assignment of Leases and Rents, or for any action taken by Mortgagee or any Lender or the Indemnitees hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Mortgagee or any of the Indemnitees arising out of the Leases, including, without limitation, any claim by any third Person for credit on account of Rents paid to and received by Mortgagor, but not delivered to Mortgagee or its authorized agents or representatives or employees, for any period under any Lease more than one (1) month in advance of the due date thereof; provided, however, that the foregoing indemnity shall not apply to the gross negligence or willful misconduct of Mortgagee or any Indemnitee. In the event that Mortgagee or any Lenders or any of the Indemnitees incurs any losses covered by the indemnity set forth in this Section 23 or Section 9.5(b) of the Credit Agreement, the amount thereof, including reasonable attorneys' fees, with interest thereon at the Default Rate, shall be payable by Mortgagor to Mortgagee within ten (10) days after demand therefor, and shall be secured hereby and by all other security for the payment and performance of the Obligations, including, without limitation, the Lien and security interest of this Mortgage. The liabilities of Mortgagor as set forth in this Section 23 shall survive the termination of this Mortgage and the repayment of the Obligations.

24. No Liability of Mortgagee. Neither the acceptance nor the exercise of the rights and remedies hereunder nor any other action on the part of Mortgagee or any Person authorized by Mortgagee to exercise Mortgagee's rights hereunder shall be construed to (a) be an assumption by Mortgagee or any such Person or to otherwise make Mortgagee or such Person liable or responsible for the performance of any of the obligations of Mortgagor under or with respect to the Leases or the Mortgaged Property, or for any Rent, security deposit or other amount delivered to Mortgagor, provided that Mortgagee or any such Person exercising the rights of Mortgagee shall be accountable for any Rents, security deposits or other amounts actually received by Mortgagee or such Person, as the case may be, or (b) obligate Mortgagee or any such Person to take any action under or with respect to the Leases or with respect to the Mortgaged Property, to incur any expense or perform or discharge any duty or obligation under or with respect to the Leases or with respect to the Mortgaged Property, to appear in or defend any action or proceeding relating to the Leases or the Mortgaged Property, to constitute Mortgagee as a mortgagee-in-possession (unless Mortgagee actually enters and takes possession of the Mortgaged Property), or to be liable in any way for any injury or damage to Persons or property sustained by any Person in or about the Mortgaged Property, other than to the extent caused by the willful misconduct or gross negligence of Mortgagee or any Person authorized by Mortgagee to exercise the rights of Mortgagee hereunder.

25. Notices. All notices, requests, demands and other communications hereunder to or with Mortgagor or Mortgagee shall be given in accordance with the provisions of Section 9.2 of the Credit Agreement as specified therein.

26. No Oral Modification. This Mortgage may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 9.1 of the Credit Agreement. Any agreement made by Mortgagor and Mortgagee after the date of this Mortgage

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relating to this Mortgage shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance.

27. Partial Invalidity; Usury Savings Clause. In the event any one or more of the provisions contained in this Mortgage 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 herein. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any Credit Document, the obligations of Mortgagor and of any other obligor under the Credit Agreement or any Credit Document shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by applicable law to be charged by Mortgagee.

28. Mortgagor's Waiver of Rights.

(a) Mortgagor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Mortgaged Property during the continuance of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, or behalf of all Persons claiming or having an interest (direct or indirectly) by, through or under each constituent of Mortgagor and on behalf of each and every Person acquiring any interest in the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights or redemption of each constituent of Mortgagor and all such other Persons are and shall be deemed to be hereby waived to the fullest extent now or hereafter permitted by applicable law. Each constituent of Mortgagor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to the Mortgagee, but shall permit the execution of every such right, power, and remedy as though no such law or laws exists or had been made or enacted.

(b) To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption pursuant to 735 ILCS Section 5/15-1601(b) from any sale made in collecting the Obligations, and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so under applicable law, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all Persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature (except as expressly provided in the

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Credit Agreement) or declare due the whole of the secured indebtedness and marshaling in the event of exercise by Mortgagee of the foreclosure rights or other rights hereby created.

29. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Credit Documents or other agreement to which Mortgagor or Borrower is a party or any applicable laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's rights to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any Credit Document to Mortgagee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee, as the case may be. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee-in-possession" (unless Mortgagee actually enters and takes possession of the Mortgaged Property), and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies other than to the extent caused by the willful misconduct or gross negligence of the Mortgagee or any Person authorized by Mortgagee to exercise the rights of Mortgagee hereunder.

30. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Mortgage, Mortgagee shall now or hereafter hold or be the beneficiary of one or more additional liens, mortgages, deeds of trust or other security (directly or indirectly), for the Obligations upon other property in the state in which the Mortgaged Property is located (whether or not such property is owned by Mortgagor or by others) or (c) both the circumstances described in clauses (a) and (b) of this Section 30 shall be true, then to the fullest extent permitted by law, Mortgagee may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Obligations (including the Mortgaged Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Mortgagor acknowledges that the right to maintain a consolidated foreclosure action is a specific inducement to Mortgagee to extend the indebtedness borrowed pursuant to or guaranteed by any Credit Document, and Mortgagor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Mortgagor further agrees that if Mortgagee shall be prosecuting one or more foreclosure or other

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proceedings against a portion of the Mortgaged Property or against any collateral other than the Mortgaged Property, which collateral directly or indirectly secures the Obligations, or if Mortgagee shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Mortgagee may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Mortgage against all or any part of the Mortgaged Property and Mortgagor waives any objections to the commencement or continuation of a foreclosure of this Mortgage or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Mortgage or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Mortgage, nor the exercise of any other rights hereunder or the recovery of any judgment by Mortgagee in any such proceedings or the occurrence of any sale in any such proceedings shall prejudice, limit or preclude Mortgagee's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Mortgagor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Mortgage, and Mortgagor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Mortgage on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Mortgagee may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

31. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee, as agent for the Lenders, and the Lenders, and no other Person or entity 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 Mortgagee at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrances and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee and its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

32. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any

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and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien or mortgage. Mortgagee may, in Mortgagee's sole and reasonable discretion, (i) in the case of a Default, determine whether such Default has been cured, and (ii) in the case of an Event of Default, by Mortgagor or Borrower, accept or reject any proposed cure of an Event of Default. Unless and until Mortgagee accepts any proposed cure of an Event of Default, such Event of Default shall be deemed to be continuing for purposes of this Mortgage, the Credit Agreement and each Credit Document to which Mortgagor or Borrower is a party.

33. Governing Law, etc. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York, without regard to conflicts of laws principles.

34. Certain Definitions Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein", the word "Mortgagee" shall mean "Mortgagee or any successor agent for the Lenders", and the words "Mortgaged Property" shall include all or any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

35. Certain Matters Relating to Mortgaged Property. Notwithstanding anything contained herein to the contrary:

(a) Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 35 and the terms and conditions of this Mortgage, the terms and conditions of this Section 35 shall control and be binding.

(b) Interest After Default. If any payment due hereunder or pursuant to the Credit Agreement or any Credit Document by Mortgagor or Borrower is not paid when due, either at stated or accelerated maturity or pursuant to any of the terms hereof, then, and in such event, Mortgagor shall pay interest thereon from and after the date on which such payment first becomes due at the interest rate provided for in the Credit Agreement and such interest shall be due and payable, on demand, at such rate until the entire amount due is paid to Mortgagee, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose this Mortgage. Nothing in this Section 35, Section 13 or in any other provision of this Mortgage shall constitute an extension of the time of payment of the Loan. After entry of

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a judgment on the Credit Agreement or any other Credit Document or a judgment in foreclosure hereunder, interest shall continue to accrue under this Mortgage at the rates set forth in the Credit Agreement. This Mortgage shall not, solely for purposes of determining interest payable under the Credit Agreement, merge with any judgment on the Credit Agreement or any other Credit Document or a judgment in foreclosure under this Mortgage.

(c) Additional Advances and Disbursements; Costs of Enforcement. If any Event of Default exists, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 35(c), Section 13 or otherwise under this Mortgage, the Credit Agreement or any other Credit Document or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the Default Rate, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(d) Acceleration Remedy. Subject to the notice and cure requirements of this Mortgage and the Credit Agreement, upon Mortgagor's breach of any covenant or agreement contained herein, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Mortgagee, in its sole judgment and discretion, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings and may invoke any other remedies permitted by applicable law or provided herein. Mortgagee shall be entitled to collect all costs and expenses incurred in pursuing such remedies.

(e) Purchase-Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Mortgagor to acquire title to the Mortgaged Property, this Mortgage is hereby declared to be a purchase-money mortgage.

(f) Release or Reconveyance. Upon payment in full of the Obligations in accordance with the Credit Agreement and performance in full of Mortgagor's obligations under this Mortgage, the Credit Agreement and the other Credit Documents, Mortgagee, at Mortgagor's request and sole expense, shall promptly fully release the liens created by this Mortgage (including the execution of and delivery to Mortgagor of a reasonable release and satisfaction of this Mortgage) or reconvey the Mortgaged Property to Mortgagor.

36. Release. If the Mortgaged Property shall be sold, transferred or otherwise disposed of by Mortgagor in a transaction permitted by, and in accordance with, the Credit Agreement, then the Mortgagee, at the request and sole expense of Mortgagor, shall execute and deliver to Mortgagor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Mortgaged Property. Mortgagor shall deliver to Mortgagee, at least five (5) Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Mortgagor stating that such transaction is in compliance with, and permitted by, the Credit Agreement and each Credit Document.

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37. Inconsistency with Credit Agreement. To the fullest extent possible, the terms and provisions of the Credit Agreement shall be read together with the terms and provisions of this Mortgage such that the terms and provisions of this Mortgage shall supplement, rather than conflict with, the terms and provisions of the Credit Agreement; provided, however, that, notwithstanding the foregoing, in the event any of the terms or provisions of this Mortgage conflict with any of the terms or provisions of the Credit Agreement, such that it is impractical for such terms or provisions to coexist, the terms or provisions of the Credit Agreement shall govern and control for all purposes; and, provided further, that the inclusion in this Mortgage of terms and provisions, supplemental rights or remedies in favor of a secured party, but which are not addressed in the Credit Agreement, shall not be deemed to be a conflict with the Credit Agreement and all such additional terms, provisions, supplemental rights or remedies contained herein shall be given full force and effect.

38. Loan and Credit Agreements. Mortgagor is a party to and/or is fully familiar with the terms and provisions of the Credit Agreement and each Credit Document to which Mortgagor or Borrower is a party. All representations and warranties made by Borrower in the Credit Agreement and/or in any other Credit Document are incorporated herein by reference and are hereby made by Mortgagor as to itself and the Mortgaged Property as though such representations and warranties were set forth at length herein as the representations and warranties of Mortgagor. In addition, Mortgagor hereby makes the following property-specific representations:

(a) Zoning, Building and Land Use Requirements. Except as disclosed to Mortgagee in writing, to the knowledge of Mortgagor, the Premises complies with all material requirements of all applicable laws and ordinances with respect to zoning, subdivision, construction, building and land use, including, without limitation, requirements with respect to parking, access and certificates of occupancy (and similar certificates or permits). Except as disclosed to Mortgagee in writing, Mortgagor has not received any notice of, or other communication with respect to, an alleged violation with respect to any of the foregoing. To the knowledge of Mortgagor, except as otherwise disclosed on any survey delivered to Mortgagee in connection with this Mortgage, (i) all of the Improvements lie wholly within the boundaries and building restriction lines of the Land, and (ii) no improvements on adjoining properties encroach upon the Land, and no easements or other encumbrances upon the Land encroach upon or under any of the Improvements or any portion of the Mortgaged Property.

(b) Flood Zone. Except as disclosed to Mortgagee in writing, to the knowledge of Mortgagor, the Improvements are not located in an area identified by the Federal Emergency Management Agency as having special flood hazards.

(c) Power to Create Lien and Security. Mortgagor has full limited liability company or other organizational power and lawful authority to grant, bargain, sell, assign, transfer and convey a first-priority Lien and security interest in all of the Mortgaged Property in the manner and form herein provided and without obtaining the authorization, approval, consent or waiver of any Person.

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39. No Merger of Estates. So long as any part of the Obligations remain unpaid, unperformed or undercharged, the fee, easement and leasehold estates to the Mortgaged Property shall not merge, but rather shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any lessee, any third-party purchaser or otherwise.

40. No Partnership. Nothing contained in this Mortgage is intended to, or shall be construed to, create to any extent and in any manner whatsoever any partnership, joint venture, or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

41. Headings. The Section headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Sections.

42. Defense of Claims. Mortgagor shall promptly notify Mortgagee in writing of the commencement of any legal proceedings affecting Mortgagor's title to the Mortgaged Property or Mortgagee's Lien on or security interest in the Mortgaged Property, or any part thereof, and shall take all such action, employing attorneys reasonably satisfactory to Mortgagee, as may be necessary to preserve Mortgagor's and Mortgagee's rights affected thereby. If Mortgagor fails or refuses to adequately or vigorously, in the sole judgment of Mortgagee, defend Mortgagor's or Mortgagee's rights to the Mortgaged Property, Mortgagee may take such action on behalf of and in the name of Mortgagor and at Mortgagor's expense. All costs, expenses and attorneys' fees incurred by Mortgagee (or its agents) pursuant to this Section 42 or in connection with the defense by Mortgagee of any claims, demands or litigation relating to Mortgagor, the Mortgaged Property or the transactions contemplated in this Mortgage shall be paid by Mortgagor upon written demand, plus interest thereon from the date of the advance by Mortgagee until reimbursement of Mortgagee at the Default Rate.

43. Exculpation Provisions. MORTGAGOR SPECIFICALLY AGREES THAT IT HAS A DUTY TO READ THIS MORTGAGE; THAT IT IS CHARGED WITH NOTICE AND KNOWLEDGE OF THE TERMS OF THIS MORTGAGE; THAT IT HAS IN FACT READ THIS MORTGAGE AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS MORTGAGE; THAT IT HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF ITS CHOICE THROUGHOUT THE NEGOTIATIONS PRECEDING ITS EXECUTION OF THIS MORTGAGE AND HAS RECEIVED THE ADVICE OF ITS ATTORNEY IN ENTERING INTO THIS MORTGAGE; AND THAT IT RECOGNIZES THAT CERTAIN OF THE TERMS OF THIS MORTGAGE RESULT IN THE ASSUMPTION BY MORTGAGOR AND/OR BORROWER OF THE LIABILITY INHERENT IN SOME ASPECTS OF THE TRANSACTION. MORTGAGOR AGREES AND COVENANTS, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY EXCULPATORY PROVISION OF THIS MORTGAGE ON THE BASIS THAT IT HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISION OR THAT THE PROVISION IS NOT "CONSPICUOUS."

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44. Counterparts; Definitions. This Mortgage may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one single instrument. Terms used but not defined herein shall have the definition ascribed to such terms in the Credit Agreement.

45. Termination. Upon the payment and performance in full of the Obligations, this Mortgage and the estate hereby granted shall cease and become void. Notwithstanding the foregoing, Mortgagee agrees that it shall, at the request and sole expense of such Mortgagor, execute and deliver to Mortgagor a recordable release and satisfaction of this Mortgage.

46. Intentionally Omitted.

47. Illinois Provisions. To the extent of any conflict between the provisions of this Section 47 and any of the other provisions of this Mortgage, the provisions of this Section 47 shall control.

(a) Business Loan. Mortgagor hereby represents and agrees that the Mortgage is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended, and that the Mortgage is a loan secured by a mortgage on real estate which comes within the purview of Section 205/4, paragraph (1)(l) of Chapter 815 of the Illinois Compiled Statutes, as amended.

(b) Maturity Date. In no event shall the maturity date of the Mortgage be later than March 4, 2019.

(c) Power of Sale. Any references to "power of sale" in this Mortgage are hereby deleted.

(d) Maximum Principal Indebtedness. Notwithstanding any provision contained herein to the contrary, the maximum principal indebtedness secured by this Mortgage shall not exceed \$550,000,000.00.

(e) Illinois Mortgage Foreclosure Law.

(i) In the event any provision in this Mortgage shall be inconsistent with any provision of the Mortgage Foreclosure Act, 735 ILCS 5/15-1101 *et seq.*, (the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

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

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(iii) Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(f) Future Advances. This Mortgage is given for the purpose of securing loan advances which Mortgagee may make to or for Mortgagor or Borrower pursuant and subject to the terms and provisions of the Credit Agreement and the other Credit Documents. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made pursuant to the terms and provisions of the Credit Agreement or other Credit Documents after this Mortgage is delivered to the Office of the Recorder of the County in which the Mortgaged Property is located, whether made pursuant to an obligation of Mortgagee or otherwise, provided that such advances are within twenty (20) years from the date hereof and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. Such loan advances may or may not be evidenced by notes executed pursuant to the Credit Agreement.

(g) Receiver. In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions set forth in Sections 15-1701 and 15-1703 of the Act.

(h) Advances. All advances, disbursements and expenditures made or incurred by Mortgagee 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 the Mortgage, or the Credit Agreement or the other Credit Documents or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(i) all advances by Mortgagee in accordance with the terms of the Mortgage or the Credit Agreement to: (a) preserve or restore the Mortgaged Property; (b) preserve the lien of the Mortgage or the priority thereof; or (c) enforce the Mortgage, as referred to in Subsection (b) (5) of Section 5/15-1302 of the Act;

(ii) payments by Mortgagee 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 Mortgaged Property or any part thereof; (c) other obligations authorized by the Mortgage; or

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(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 Act;

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

(iv) attorneys' fees and other costs incurred: (a) in connection with the foreclosure of the Mortgage as referred to in Section 5/15-1504(d)(2) and 5/15-1510 of the Act; (b) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of the Mortgage or arising from the interest of the Mortgagee hereunder; or (c) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Mortgage or the Mortgaged Property;

(v) Mortgagee's fees and costs, including 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 Act;

(vi) expenses deductible from proceeds of sale as referred to in Section 5/15-1512 (a) and (b) of the Act; and

(vii) expenses incurred expenses incurred and expenditures made by Mortgagee for any one or more of the following: (a) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (b) if Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (c) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Section 5/15-1704 (c) (1) of the Act; (d) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (e) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged 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 Mortgaged Property; (f) shared or common expense assessments payable to any association or corporation in which the owner of the Mortgaged Property is a member in any way affecting the Mortgaged Property; (g) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, credit agreement or other agreement; (h) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Mortgaged Property; and (i) if the Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force.

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(i) Advances Due and Payable. All advances shall be additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Credit Agreement.

(j) Protective Advances. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b) (5) of Section 5/15-1302 of the Act.

(k) Illinois Collateral Protection Act. Mortgagor hereby acknowledges that the following notice by Mortgagee is required by and given in full compliance with the Illinois Collateral Protection Act, 815 ILCS 180/15:

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

(l) Miscellaneous.

(i) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

(ii) To the extent necessary to interpret this Mortgage, the provisions of the Credit Agreement or the other Credit Documents are hereby incorporated by reference into this Mortgage with the same effect as if set forth herein. In the event that any such incorporated provisions of the Credit Agreement and the other Credit Documents are inconsistent with the provisions hereof, the provisions of the Credit Agreement and the other Credit Documents shall control to the extent of the inconsistency; provided, however, the provisions of this Mortgage regarding the creation, perfection, enforcement or priority of a lien on or security interest in, and the warranties of title to real and personal property constituting, the Mortgaged Property shall be governed by this Mortgage and applicable law.

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(iii) Notwithstanding Section 47(m)(ii) above, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security interests in any Mortgaged Property are governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Illinois, "UCC" or "Code" as used herein shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such Mortgaged Property.

(iv) The background recitals set forth herein above are incorporated herein by reference and made a part of this Mortgage as if fully set forth herein.

(v) Mortgagor warrants that Mortgagor does business under no other names with respect to this Mortgage and the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in the name of and the use of any trade names by Mortgagor and, upon request of Mortgagee, shall execute any additional financing statements and other certificates required to reflect any change in name or trade names and shall execute and file any assumed name certificate required by applicable laws.

(vi) Anything contained in this Mortgage, the Credit Agreement or the other Credit Documents to the contrary notwithstanding, Mortgagee or its assignee or representative may not require Mortgagor, as a condition of receiving or maintaining this Mortgage, to obtain hazard insurance coverage against risks to Improvements on the Land in an amount exceeding the replacement value of the Improvements in violation of applicable law.

(vii) THIS MORTGAGE SECURES, INTER ALIA, OBLIGATIONS WHICH PROVIDE FOR A VARIABLE RATE OF INTEREST (AS DESCRIBED IN THE CREDIT AGREEMENT).

(viii) IT IS EXPRESSLY AGREED AND UNDERSTOOD BY MORTGAGOR THAT THIS MORTGAGE INCLUDES INDEMNIFICATION PROVISIONS WHICH, IN CERTAIN CIRCUMSTANCES, INCLUDE AN INDEMNIFICATION BY MORTGAGOR OF INDEMNITEES FROM CLAIMS OR LOSSES ARISING AS A RESULT OF AN INDEMNITEE'S OWN OR SOLE NEGLIGENCE.

(ix) Anything contained in this Mortgage, the Credit Agreement or the other Credit Documents to the contrary notwithstanding, no waiver made by the Mortgagor in this Mortgage, the Credit Agreement or the other Credit Documents shall constitute a waiver by Mortgagor of the time limitations on issuance of process set out in Articles II or XV of the Illinois Code of Civil Procedure.

(x) Anything contained in the Mortgage to the contrary notwithstanding, the Obligations of Mortgagor secured hereunder shall be limited to a maximum aggregate amount equal to the greatest amount that would not render the Mortgagor's Obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any provisions of applicable Illinois law (collectively, the

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"Fraudulent Transfer Laws"), in each case after giving effect to all other liability of Mortgagor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws.

(xi) Mortgagor expressly waives and relinquishes any and all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Illinois pertaining to the rights and remedies of sureties.

48. WAIVER OF JURY TRIAL. IN ACCORDANCE WITH SECTION 10.15 OF THE CREDIT AGREEMENT, MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE AND EACH LENDER HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE CREDIT AGREEMENT, OR ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). MORTGAGOR, AND BY ITS ACCEPTANCE HEREOF, MORTGAGEE AND EACH LENDER (A) CERTIFY THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGE THAT MORTGAGOR, MORTGAGEE AND EACH LENDER HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE, THE CREDIT AGREEMENT AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

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Schedule A-1

Description of the Land

Tax Id Number(s): 31-11-302-029-0000

Land Situated in the Village of Flossmoor, County of Cook, State of

Illinois: PARCEL 1:

LOT 1 IN FINAL PLAT OF SUBDIVISION OF BP-AMOCO FLOSSMOOR, ILLINOIS, BEING PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 2004 AS DOCUMENT 0420919104, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR INGRESS AND EGRESS AS CREATED BY RECIPROCAL ACCESS EASEMENT AND RESTRICTIVE COVENANT AGREEMENT RECORDED JULY 28, 2004 AS DOCUMENT 0421042347.

Commonly known as: 3950 Vollmer Road, Flossmoor, IL 60422

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Schedule A-2

Description of the Land

Tax Id Number(s): 24-18-101-119, 24-18-101-120

Land situated in the City of Worth in the County of Cook in the State of Illinois:

Lots 2 and 3 in Final Plat of Subdivision of BP-Amoco, Worth, Illinois, being part of the North 1/2 of Section 18, Township 37 North, Range 13 East of the Third Principal Meridian, and also the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 18, according to the plat of said Final Plat of Subdivision of BP-Amoco, Worth, Illinois recorded January 4, 2006 as Document 0600418066, all in Cook County, Illinois.

Commonly known as 10531 Southwest Highway, Worth, Illinois

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Schedule A-3

Description of the Land

Tax Id Number(s): 31-21-301-001-0000

Land Situated in the City of Matteson in the County of Cook in the State of Illinois

Lot 1 in Matteson Auto Mall Unit 1, being a subdivision of the Southwest 1/4 of Section 21, Township 35 North, Range 13, East of The Third Principal Meridian, in Cook County, Illinois.

Commonly known as US 30 & Central, Matteson, Illinois