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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1525819198 Fee: \$108.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/15/2015 03:55 PM Pg: 1 of 32

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 08-26-300-026-0000

Address:

Street: 501-565 Busse Road

Street line 2:

City: Elk Grove Village

State: IL

ZIP Code: 60007

Lender: Suntrust Bank

Borrower: Regent O'Hare, LLC

Loan / Mortgage Amount: \$34,950,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCs 7/70 et seq. because it is commercial property.

Certificate number: EECDC607-221A-4D3B-A225-49322BB1EF6F

Execution date: 9/10/2015

32

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7/20/14

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PREPARED BY AND UPON
RECORDATION RETURN TO:

Hunton & Williams LLP
1751 Pinnacle Drive, Suite 1700
McLean, Virginia 22102
Attention: C. Christopher Giragosian,
Esq.

TAX PERMANENT INDEX NOS:
08-26-300-026-0000 (Affects Parcel 1)
08-26-300-016-0000 (Affects Parcel 2)
08-26-300-017-0000 (Affects Parcel 3)
08-26-300-027-0000 (Affects Parcel 4)
08-26-300-024-0000 (Affects Parcel 5)
08-26-300-028-0000 (Affects Parcel 6)
08-26-300-029-0000 (Affects Parcel 7)
08-22-403-015-0000 (Affects Parcel 8)
08-26-100-011-0000 (Affects Parcel 10)

Property Addresses: 1) 501-565 Busse
Road & 1800-1872 Brummel Drive, Cook
County, IL; 2) 870-898 Cambridge Drive,
Cook County, IL; 3) 873-895 Cambridge
Drive, Cook County, IL; 4) 1800 Landmeier
Road, Cook County, IL; 5) 901-1051
Cambridge Drive, Cook County IL; 6) 1500
E. Higgins Road, Cook County, IL; 7) 821-
891 Busse Road & 1810-1860 Jarvis Avenue,
Cook County, IL; 8) 901-985 Busse Road,
Cook County, IL

[Above space reserved for recording information.]

MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FIXTURE FILING
dated September 10, 2015 (together with any amendments or modifications hereto in effect from
time to time, the "**Security Instrument**"), from **REGENT O'HARE, L.L.C.**, a Delaware
limited liability company, having an address of c/o Pearlmark Real Estate Partners, L.L.C., 200
West Madison Street, Suite 3200, Chicago, Illinois 60606, Attention Rachael Litvin (together,

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with its permitted successors and assigns, collectively "**Mortgagor**"), to **SUNTRUST BANK**, a Georgia banking corporation, in its capacity as Administrative Agent for certain other lender (the "**Lenders**") from time to time party to the Loan Agreement (as hereinafter defined), and for the Hedge Counterparty, as hereinafter defined, having an address of SunTrust Bank, c/o Agency Services, 303 Peachtree Street, N.E., 25th Floor, Mail Code: GA Atlanta 7662, Atlanta, Georgia 30308 (together with its successors and assigns, "**Administrative Agent**" and a Grantee for indexing purposes).

WITNESSETH:

A. This Security Instrument is given to secure a loan (the "**Loan**") in the principal sum of **THIRTY FOUR MILLION, NINE HUNDRED FIFTY THOUSAND NO/100 DOLLARS (\$34,950,000.00)** or so much thereof as may be advanced pursuant to that certain Term Loan Agreement dated as of the date hereof between Mortgagor, Administrative Agent, and the Lenders (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by certain promissory notes from time to time made by Mortgagor to each Lender (each such promissory note, together with all extensions, renewals, replacements, restatements or modifications thereof being hereinafter collectively referred to as the "**Note**"). The Maturity Date of the Note is September 10, 2019, as such date may be extended pursuant to the terms and conditions of the Loan Agreement and the Note. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement.

B. Mortgagor desires to secure the payment of the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Administrative Agent and Lenders in respect of the Loan and the Loan Documents and all Hedging Obligations at any time owing to any Lender or any Affiliate of any Lender (the "**Debt**") and the performance of all of its obligations under the Note, the Loan Agreement, the other Loan Documents and all documents that evidence or govern any such Hedging Obligations (the "**Hedge Documents**").

C. This Security Instrument is given pursuant to the Loan Agreement and payment, fulfillment, and performance by Mortgagor of its obligations thereunder and under the other Loan Documents and the Hedge Documents are secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered part of this Security Instrument.

NOW THEREFORE, in consideration of the making of the Loan by Lenders and the execution of any Hedge Transaction by any Lender or any Affiliate of any Lender, and the covenants, agreements, representations and warranties set forth in this Security Instrument:

ARTICLE I GRANTING CLAUSES

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Section 1.1 Property Conveyed. Mortgagor does hereby irrevocably, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Administrative Agent, for the benefit of the Lenders and its successors and assigns, the following property, rights, interests and estates now owned, or hereafter acquired by Mortgagor (collectively, the "Property"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements owned by Mortgagor now or hereafter erected or located on the Land (collectively, the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Mortgagor, which is used at or in connection with the Improvements or the Land and is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, electronic data-processing and other office equipment, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Mortgagor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment

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shall not include any property belonging to Tenants under Leases (as hereinafter defined) except to the extent that Mortgagor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Mortgagor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Mortgagor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, assignable contract rights, accounts, accounts receivable, franchises, interest rate hedging agreements, and, to the extent assignable: (i) licenses, (ii) certificates and (iii) permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code), whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Mortgagor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of this Security Instrument and all proceeds and products of any of the above;

(h) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 *et seq.*, as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment and performance of the Obligations, including the payment of the Debt;

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

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(j) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Tax Certiorari. Mortgagor's interest in all refunds, rebates or credits in connection with any reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari proceedings or any other applications or proceedings for reduction of same, in each case, irrespective of the time period to which they relate;

(l) Rights. The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Administrative Agent in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof to the extent assignable and in the possession of Mortgagor and any improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the happening of an Event of Default, to receive and collect any sums payable to Mortgagor thereunder;

(n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Accounts. All operating, security deposit, reserve, escrow and lockbox accounts maintained by Mortgagor with respect to the Property (excluding any account opened for the purpose of retaining excess cash from the Property that has already gone through the Loan's cash management system and would otherwise be available to the Mortgagor for distribution to its members), including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Collections Account Agreement, the Cash Management Agreement or any other Loan Document, together with all deposits or wire transfers made to such accounts, and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time, and all proceeds, products, distributions, dividends and/or substitutions thereon and thereof;

(p) Uniform Commercial Code Property. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code as in effect in the State of Illinois (the "Uniform Commercial Code"), and general intangibles relating to the Property;

(q) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in cash, or in liquidation or other claims or otherwise; and

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(r) Other Rights. Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (q) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by Applicable Law, Mortgagor expressly grants to Administrative Agent, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and conveyed hereby

Section 1.2 Assignment of Rents.

(a) Mortgagor hereby absolutely, presently and unconditionally conveys, transfers and assigns to Administrative Agent all of Mortgagor's right, title and interest, now existing or hereafter arising, in and to the Leases and Rents. Notwithstanding that this assignment is effective immediately, so long as no Event of Default exists, Mortgagor shall have the privilege under a revocable license granted hereby to operate and manage the Property and to collect, as they become due, but not more than one (1) month prior to accrual, the Rents. Mortgagor shall receive and hold such Rents in trust as a fund to be applied, and Mortgagor hereby covenants and agrees that such Rents shall be so applied, first to the operation, maintenance and repair of the Property, including, without limitation, the payment of taxes and insurance, and the payment of interest, principal and other sums becoming due under the Debt, before retaining and/or disbursing any part of the Rents for any other purpose. The license herein granted to Mortgagor shall automatically, without notice or any other action by Administrative Agent, terminate upon the occurrence of an Event of Default, and all Rents subsequently collected or received by Mortgagor shall be held in trust by Mortgagor for the sole and exclusive benefit of Administrative Agent. Nothing contained in this Section 1.2, and no collection by Administrative Agent of Rents, shall be construed as imposing on Administrative Agent any of the obligations of the lessor under the Leases.

(b) Mortgagor shall timely perform all of its obligations under the Leases. Mortgagor represents and warrants that: (i) Mortgagor has title to and full right to assign presently, absolutely and unconditionally the Leases and Rents; and (ii) no other assignment of any interest in any of the Leases or Rents has been made.

(c) Except as expressly permitted pursuant to the terms of the Loan Agreement, Mortgagor shall not, without the prior written consent of Administrative Agent: (i) enter into any lease of all or any portion of the Property; (ii) amend, modify, terminate or accept a surrender of any Lease; or (iii) collect or accept rent from any tenant of the Property for a period of more than one (1) month in advance. Any of the foregoing acts, if done without the prior written consent of Administrative Agent in each instance, shall be null and void.

Section 1.3 Security Agreement; Fixture Filing.

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(a) This Security Instrument shall also be considered a security agreement under the Uniform Commercial Code. This Security Instrument is both a mortgage and a “security agreement” within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Property. By executing and delivering this Security Instrument, Mortgagor hereby grants to Administrative Agent, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the “UCC Collateral”). Mortgagor hereby authorizes Administrative Agent to file financing statements, continuation statements and financing statement amendments in such form as Administrative Agent may require to perfect or continue the perfection of this security interest without the authorization or signature of Mortgagor. If an Event of Default shall occur and be continuing, Administrative Agent, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the UCC Collateral or any part thereof, and to take such other measures as Administrative Agent may deem necessary for the care, protection and preservation of the UCC Collateral. Upon request or demand of Administrative Agent after the occurrence and during the continuance of an Event of Default, Mortgagor shall, at its expense, assemble the UCC Collateral and make it available to Administrative Agent at a convenient place (at the Land if tangible property) reasonably acceptable to Administrative Agent. Mortgagor shall pay to Administrative Agent on demand any and all expenses, including reasonable legal expenses and attorneys’ fees, incurred or paid by Administrative Agent in protecting its interest in the UCC Collateral and in enforcing its rights hereunder with respect to the UCC Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Administrative Agent with respect to the UCC Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by Applicable Law, constitute reasonable notice to Mortgagor. The proceeds of any disposition of the UCC Collateral, or any part thereof, may, except as otherwise required by Applicable Law, be applied by Administrative Agent to the payment of the Debt in such priority and proportions as Administrative Agent in its discretion shall deem proper.

(b) From the date of its recording, this Security Instrument shall be effective as a “fixture filing” for the purposes of Illinois Comp Stat §9-502 with respect to all of the Property which is or is to become fixtures. The addresses of Mortgagor (Debtor) and Administrative Agent (Secured Party) are set forth below. This Security Instrument is to be filed for recording with the Clerk of the Circuit Court of any county or counties where the Land (including such fixtures) is located. For this purpose, the following information is set forth:

Name and Address of Debtor:

Regent O’Hare, L.L.C.

c/o Pearlmark Real Estate Partners, L.L.C.

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200 West Madison Street, Suite 3200
Chicago, Illinois 60606

Name and Address of Secured Party:

SunTrust Bank
c/o Agency Services, Mail Code: GA-Atlanta-7662,
303 Peachtree Street, N.E., 25th Floor,
Atlanta, Georgia 30308

This document covers any portion of the Property that now is or later may become a fixture attached to the Land.

Debtor is the record owner of the Property.

Section 1.4 Pledges of Monies Held. Mortgagor hereby pledges to Administrative Agent any and all monies now or hereafter held by Administrative Agent or on behalf of Administrative Agent in connection with the Loan, including, without limitation, any sums deposited in the Collections Account and the Master Disbursement Sweep Account and proceeds thereof, as additional security for the Obligations until expended or applied as provided in this Security Instrument.

Section 1.5 Conflict. Should a conflict arise between this Security Instrument and the Loan Agreement, the terms of the Loan Agreement shall control.

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To secure payment of the Obligations and the performance and discharge of the Other Obligations (as hereinafter defined), plus (a) interest thereon at the applicable rates specified in the instruments evidencing any such Obligations, (b) the Hedging Obligations, if any, owed by Mortgagor to Administrative Agent, Lender or Affiliate of any Lender, and (c) the payment of all other sums advanced by Administrative Agent to protect the security of this Mortgage, together with interest on such sums at the highest rate then applicable with respect to any of the Obligations secured by this Mortgage, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS and CONVEYS to Administrative Agent, the Property, subject to the terms and conditions of this Mortgage, TO HAVE AND TO HOLD the Property, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Property unto Administrative Agent for so long as any of the Obligations remains outstanding. Repayments of the Obligations from any source other than an enforcement of Administrative Agent's rights hereunder shall be deemed to be applied first to that portion of the Obligations in excess of the amount secured hereby.

ARTICLE II DEBT AND OBLIGATIONS SECURED

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Section 2.1 Obligations. This Security Instrument and the grants, conveyances, assignments and transfers made in Article I are given for the purpose of securing the Obligations, including, but not limited to, the Debt.

Section 2.2 Other Obligations. This Security Instrument and the grants, conveyances, assignments and transfers made in Article I are also given for the purpose of securing the following (the "Other Obligations"):

- (a) the performance of all other obligations of Mortgagor contained herein;
- (b) the payment and performance of each other obligation of Mortgagor contained in the Loan Agreement and any other Loan Document;
- (c) the performance of each obligation of Mortgagor contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document or Hedge Document; and
- (d) the payment and performance of all Hedging Obligations owed by Mortgagor to a Lender or an Affiliate of a Lender and all Bank Product Obligations, together with all renewals, extensions, modifications or refinancings of any of the foregoing.

Section 2.3 Debt and Other Obligations. Mortgagor's obligations for the payment of the Debt and the payment and performance of the Other Obligations may sometimes be referred to collectively herein as the "Obligations."

Section 2.4 Future Advances. Lenders may from time to time, in their discretion, make optional future or additional advances ("Future Advances") to or for the benefit of Mortgagor, which Future Advances shall be secured by this Security Instrument, including, without limitation: (a) principal, interest, late charges, fees and other amounts which Lenders may advance pursuant to the Loan Documents; (b) all advances by Administrative Agent or Lenders to or for the benefit of Mortgagor or any other person to pay costs of erection, construction, alteration, repair, restoration, maintenance and completion of any improvements on the Property; (c) all advances made or costs incurred by Administrative Agent or Lenders for the payment of real estate taxes, assessments or other governmental charges, maintenance charges, insurance premiums, appraisal charges, environmental inspection, audit, testing or compliance costs, private assessments or maintenance costs, and costs incurred by Administrative Agent or Lenders for the enforcement and protection of the Property or the lien and security title of this Security Instrument; and (d) all legal fees, costs and other expenses incurred by Administrative Agent or Lenders by reason of any default or otherwise in connection with the Obligations. Mortgagor agrees that if, at any time during the term of this Security Instrument or following a foreclosure hereof (whether before or after the entry of a judgment of foreclosure), Mortgagor fails to perform or observe any covenant or obligation under this Security Instrument including, without limitation, payment of any of the foregoing, Administrative Agent may (but shall not be obligated to) take such steps as are reasonably necessary to remedy any such nonperformance or nonobservance and provide payment thereof. To the extent permitted by law, all amounts advanced by Administrative Agent or Lenders shall be added to the amount secured by this

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Security Instrument and the other Loan Documents (and, if advanced after the entry of a judgment of foreclosure, by such judgment of foreclosure), and shall be due and payable on demand, together with Default Interest, such interest to be calculated from the date of such advance to the date of repayment thereof. All Future Advances shall have the same priority as if disbursed on the date of this Security Instrument. The lien of this Security Instrument will be valid even if no advance is made at the date of execution or if there is no Debt when a Future Advance is made.

ARTICLE III MORTGAGOR COVENANTS

Mortgagor covenants and agrees that throughout the term of the Loan:

Section 3.1 Payment of Debt. Mortgagor will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note, the Hedge Documents and this Security Instrument.

Section 3.2 Incorporation by Reference. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3 Insurance. Mortgagor shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Mortgagor and the Property as required pursuant to the Loan Agreement.

Section 3.4 Maintenance of Property. Mortgagor shall (a) cause the Property to be maintained in a good and safe condition and repair as required pursuant to the Loan Agreement; (b) make or cause to be made, as and when necessary, all repairs, replacements and additions, whether or not insurance proceeds are available therefor; and (c) not remove, demolish, materially alter, discontinue the use of, permit to become vacant or deserted, or otherwise dispose of all or any part of the Property (except for normal replacement of the Fixtures, the Equipment or the Personal Property and refurbishment of the Improvements and any other alterations or improvements and any related demolition that do not have a Material Adverse Effect on the value of the Property) without the consent of Administrative Agent, except as expressly permitted under the terms of the Loan Agreement and the other Loan Documents. Subject to the terms of the Loan Agreement, Mortgagor shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any fire or other casualty or become damaged, worn or dilapidated or which may be affected by any condemnation. All alterations, replacements, renewals or additions made pursuant hereto shall automatically become a part of the Property and shall be covered by the lien of this Security Instrument. Administrative Agent, and any persons authorized by Administrative Agent, shall have the right, but not the obligation, to enter upon the Property at any reasonable time to inspect and photograph its condition and state of repair. In the event any such inspection reveals, in the sole discretion of Administrative Agent, the necessity for any repair, alteration, replacement, clean-up or maintenance, Mortgagor shall, at the discretion of Administrative Agent, either: (i) cause such work to be effected

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immediately; or (ii) promptly establish an interest bearing reserve fund with Administrative Agent in an amount determined by Administrative Agent for the purpose of effecting such work.

Section 3.5 Waste. Mortgagor shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that might invalidate or allow the cancellation of any insurance policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Mortgagor will not, without the prior written consent of Administrative Agent, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6 Payment for Labor and Materials. Subject to Mortgagor's right to contest such amounts in accordance with the terms of the Loan Agreement, Mortgagor will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("**Labor and Material Costs**") incurred in connection with the Property and never permit to exist beyond the due date thereof in respect of the Property or any part thereof any lien or security interest, subject to Mortgagor's right to contest such lien in accordance with the terms of the Loan Agreement, even though inferior to the liens and the security interests created hereby and by the other Loan Documents, and in any event never permit to be created or exist in respect of the Property or any part thereof any other or additional lien or security interest other than the liens or security interests created hereby and by the other Loan Documents, except for the Permitted Encumbrances.

Section 3.7 Performance of Other Agreements. Mortgagor shall observe and perform each and every term, covenant and provision to be observed or performed by Mortgagor pursuant to the Loan Agreement, any other Loan Document, any Hedge Agreement and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto.

Section 3.8 Seisin and Warranty. Mortgagor hereby warrants that (a) Mortgagor is seized of an indefeasible estate in, and warrants the title to, the Property subject only to Permitted Encumbrances; (b) Mortgagor has the right, full power and lawful authority to grant, convey and assign the same to Administrative Agent in the manner and form set forth herein; and (c) this Security Instrument is a valid and enforceable first lien on and security title to the Property. Mortgagor hereby covenants that Mortgagor shall (a) preserve such title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Administrative Agent against all lawful claims whatsoever; and (b) execute, acknowledge and deliver all such further documents or assurances as may at any time hereafter be required by Administrative Agent to protect fully the lien of this Security Instrument.

Section 3.9 Taxes and Other Charges. Mortgagor shall promptly pay and discharge all Taxes in accordance with Section 5.6 of the Loan Agreement. Notwithstanding the foregoing, Mortgagor shall have the right to contest, at its own expense, by appropriate legal proceedings

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conducted in good faith and with due diligence, the amount or validity of such Taxes, in accordance with the terms of the Loan Agreement.

Section 3.10 Escrows. If required by Administrative Agent, during the continuation of an Event of Default, Mortgagor shall pay to Administrative Agent at the time of each installment of interest due under the Loan Agreement, and commencing with the first payment due after the date of such request, a sum equal to (a) the amount of the next installment of Taxes, and/or (b) the premiums which will next become due on the insurance policies required by the Loan Agreement, all in amounts as estimated by Administrative Agent, less all sums already paid therefor or deposited with Administrative Agent for the payment thereof, divided by the number of payments to become due before one (1) month prior to the date when such Taxes and/or premiums, as applicable, will become due, such sums to be held by Administrative Agent to pay the same when due. If such escrow funds are not sufficient to pay such Taxes and/or insurance premiums, as applicable, as the same become due, Mortgagor shall pay to Administrative Agent, upon request, such additional amounts as Administrative Agent shall estimate to be sufficient to make up any deficiency. No amount paid to Administrative Agent hereunder shall be deemed to be trust funds but may be commingled with general funds of Administrative Agent and no interest shall be payable thereon. Upon the occurrence of an Event of Default, Administrative Agent shall have the right, at its sole discretion, to apply any amounts so held against the Debt.

Section 3.11 Removal of Fixtures. Mortgagor shall not remove or permit to be removed from the Property any Fixtures presently or in the future owned by Mortgagor (unless such Fixtures have been replaced with similar Fixtures of equal or greater utility and value).

ARTICLE IV OBLIGATIONS AND RELIANCES

Section 4.1 Relationship of Mortgagor and Administrative Agent. The relationship as between Mortgagor and Administrative Agent is solely that of debtor and creditor, and Administrative Agent has no fiduciary or other special relationship with Mortgagor, and no term or condition of any of the Loan Agreement, the Note, this Security Instrument, the other Loan Documents or the Hedge Documents shall be construed so as to deem the relationship between Mortgagor and Administrative Agent to be other than that of debtor and creditor.

Section 4.2 No Reliance on Administrative Agent. The general partners, members, principals of Mortgagor, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Mortgagor and Administrative Agent are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Mortgagor is not relying on Administrative Agent's expertise, business acumen or advice in connection with the Property.

Section 4.3 No Administrative Agent Obligations.

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(a) Notwithstanding anything herein to the contrary, Administrative Agent is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Administrative Agent pursuant to this Security Instrument, the Loan Agreement, the Note or the other Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Administrative Agent shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or the effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Administrative Agent.

Section 4.4 Reliance. Mortgagor recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Administrative Agent and Lenders are expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in the Loan Agreement without any obligation to investigate the Property and notwithstanding any investigation of the Property by Administrative Agent or Lenders; that such reliance existed on the part of Administrative Agent prior to the date hereof, that the warranties and representations are a material inducement to Administrative Agent in making the Loan; and that Administrative Agent would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in the Loan Agreement.

ARTICLE V FURTHER ASSURANCES

Section 5.1 Recording of Security Instrument, Etc. Mortgagor forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents conveying, creating or evidencing the security title, liens or security interest hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the security title, liens or security interest hereof upon, and the interest of Administrative Agent in, the Property. Mortgagor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any Security Instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of any of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any Security Instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of any of the foregoing documents, except where prohibited by law so to do.

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Section 5.2 Further Acts, Etc. Mortgagor will, at the cost of Mortgagor, and without expense to Administrative Agent, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, security deeds, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Administrative Agent shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Administrative Agent the property and rights hereby deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Administrative Agent, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Applicable Law. Mortgagor hereby irrevocably authorizes Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments as Administrative Agent may deem necessary, including financing statements and amendments that describe the collateral covered by such financing statements as "all assets of Mortgagor" or "all personal property of Mortgagor" or words of similar effect, in order to perfect the security title and interests granted by Mortgagor under this Security Instrument. Mortgagor grants to Administrative Agent an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Administrative Agent at law and in equity, including without limitation such rights and remedies available to Administrative Agent pursuant to this Section 5.2.

Section 5.3 Changes in Tax, Debt, Credit and Documentary Stamp Laws.

(a) If any Applicable Law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt or Administrative Agent's interest in the Property, Mortgagor will pay the tax, with interest and penalties thereon, if any. If Administrative Agent is advised by counsel chosen by it that the payment of tax by Mortgagor would be unlawful or taxable to Administrative Agent or unenforceable or provide the basis for a defense of usury, then Administrative Agent shall have the option by written notice of not less than one hundred twenty (120) days to declare the Debt immediately due and payable.

(b) Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by Applicable Law, Administrative Agent shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents or shall impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.

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Section 5.4 Splitting of Security Instrument. Subject in all respects to the restrictions set forth in the Loan Agreement as applicable to Administrative Agent and any Lenders, this Security Instrument and each Note may, at any time until the same shall be fully paid and satisfied, at the sole election of Administrative Agent, be split or divided into two or more notes, each of which shall cover all or a portion of the Debt to be more particularly described therein. To that end, Mortgagor, upon written request of Administrative Agent, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Administrative Agent and/or its successors or assigns permitted by the Loan Agreement, substitute notes in such principal amounts, aggregating not more than the then unpaid principal amount of the Notes, and containing terms, provisions and clauses identical to those contained in the Notes.

ARTICLE 6 DUE ON SALE/ENCUMBRANCE

Section 6.1 Administrative Agent's Reliance. Mortgagor acknowledges that Administrative Agent has examined and relied on the experience of Mortgagor and its general partners, managers, members, principals and beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Mortgagor's ownership of the Property as a means of maintaining the value of the Property as security for the repayment of the Debt and the performance of the Obligations. Mortgagor acknowledges that Administrative Agent has a valid interest in maintaining the value of the Property so as to ensure that, should there be an Event of Default, Administrative Agent can recover the Debt by a sale of the Property.

Section 6.2 No Transfer or Encumbrance. Except as expressly permitted in the Loan Agreement, Mortgagor shall not permit or suffer any Transfer of the Property, without the prior written consent of Administrative Agent. Except as permitted under the Loan Agreement, without the prior written consent of Administrative Agent, Mortgagor will not permit the Property to become subject to any Lien.

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

Section 7.1 Event of Default. Each of the following shall constitute a default (each, an "**Event of Default**") hereunder:

(a) Mortgagor fails to pay any of the Obligations when due, whether on the scheduled due date or upon acceleration, maturity or otherwise, subject to any applicable cure period for payment set forth in the Loan Agreement.

(b) Mortgagor Transfers, or contracts to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for Transfers expressly permitted herein or in the Loan Agreement).

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(c) Mortgagor fails to promptly perform or comply with any of the Obligations set forth in this Security Instrument (other than those expressly described in other Sections of this Article VII), and such failure continues beyond that date which is thirty (30) days after the earlier of (i) the date on which Administrative Agent notifies Mortgagor of such failure or (ii) the date on which Mortgagor otherwise becomes aware of such failure; provided, however, that, subject to any shorter period for curing any failure by Mortgagor as specified herein, Mortgagor shall have an additional period of time as is reasonably necessary to cure such failure if: (1) such failure does not involve the failure to make payments on a monetary obligation; (2) such failure cannot reasonably be cured within thirty (30) days; (3) Mortgagor is diligently undertaking to cure such default; and (4) Mortgagor has provided Administrative Agent with security reasonably satisfactory to Administrative Agent against any interruption of payment or impairment of the Property as a result of such continuing failure; provided, however that such additional cure period shall not exceed sixty (60) days.

(d) An Event of Default (as defined therein) occurs under the Loan Agreement, or Mortgagor fails to promptly pay, perform, observe or comply with any obligation or agreement contained in any of the other Loan Documents (within any applicable grace or cure period)..

Section 7.2 Remedies. If an Event of Default shall have occurred, Administrative Agent may take any of the following actions:

(a) Acceleration. Administrative Agent may declare the entire amount of the Obligations immediately due and payable, without presentment, demand, notice of any kind, protest or notice of protest, all of which are expressly waived, notwithstanding anything to the contrary contained in any of the Loan Documents. Administrative Agent may charge and collect Default Interest from the date of default on the unpaid balance of the Obligations, at the rate set forth in the Loan Agreement.

(b) Possession. Administrative Agent may enter upon and take possession of the Property, with or without legal action, lease the Property, collect therefrom all rentals and, after deducting all costs of collection and administration expense, apply the net rentals to any one or more of the following items in such manner and in such order of priority as Administrative Agent, in Administrative Agent's sole discretion, may elect: the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, to the maintenance, repair or restoration of the Property, or on account of the Obligations. Administrative Agent is given full authority to do any act which Mortgagor could do in connection with the management and operation of the Property. This covenant is effective either with or without any action brought to foreclose this Security Instrument and without applying for a receiver of such rents. In addition to the foregoing, upon the occurrence of an Event of Default, Mortgagor shall pay monthly in advance to Administrative Agent or to any receiver appointed to collect said rents the fair and reasonable rental value for Mortgagor's use and occupation of the Property, and upon default in any such payment Mortgagor shall vacate and surrender the possession of the Property to Administrative Agent or to such receiver. If Mortgagor does not vacate and surrender the Property then Mortgagor may be evicted by summary proceedings.

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(c) Foreclosure and Sale. Administrative Agent may sell the Property, in whole or in part, in one or more separate sales, and in the case of default of any purchaser or purchasers, resell the Property as an entirety, or in such parcels as Administrative Agent shall in writing request, or, in the absence of such request, as Administrative Agent may determine, at public auction at some convenient place in the jurisdiction where the Property is situated, or in such place as may be permitted by law, at such time, in such manner and upon such terms as Administrative Agent may fix and briefly specify in the notice of sale. Before such sale at public auction is made, there shall first be advertisement of the time, place and terms of sale once per week for two successive weeks in a newspaper published or having a general circulation in the county in which the Property is located. In addition, there shall be given, not earlier than 30 days and not later than 14 days before the date of such sale, written notice of the time, place and terms of sale by certified mail to Mortgagor, the then owner of the Property and any holder of a subordinate filed or recorded interest in the Property at their last known addresses, as such parties and addresses appear on the records of Administrative Agent. Any such sale may be adjourned by Administrative Agent by announcement at the time and place appointed for such sale or for such adjourned sale, and, without further notice or publication, such sale may be made at the time and place to which same shall be so adjourned. Upon the completion of any sale, Administrative Agent shall execute and deliver to the purchaser a good and sufficient deed of conveyance, or assignment and transfer, lawfully conveying, assigning and transferring the property sold. The Property may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Administrative Agent, in its sole discretion, may elect. The receipt of Administrative Agent of such purchase money shall be full and sufficient discharge of any purchaser of the Property sold as aforesaid for the purchase money, and no such purchaser, or its representatives, grantees, or assigns shall be bound to see to the application of such purchase money. Upon any sale or sales made under or by virtue of this Security Instrument, Administrative Agent shall be a competent bidder at such sale. Any sale made by Administrative Agent hereunder may be as an entirety or in such parcels as Administrative Agent may require. The sale by Administrative Agent of less than the whole of the Property shall not exhaust the power of sale herein granted, and Administrative Agent is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold; and, if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Obligations, this Security Instrument and the lien hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Mortgagor shall never have any right to require the sale of less than the whole of the Property but Administrative Agent shall have the right, at its sole election, to sell less than the whole of the Property. Administrative Agent may sell not only the real property but also all other interests which are a part of the Property, or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Property separately from the remainder of the Property. It shall not be necessary for Administrative Agent to have taken possession of any part of the Property or to have present or to exhibit at any sale any of the Property. The power of sale granted herein shall not be exhausted by any sale held hereunder by Administrative Agent and Lenders or any substitute or successor of Administrative Agent, and such power of sale may be exercised from time to time and as many times as Administrative Agent may deem necessary until all of the Property has been duly sold and all Obligations has been fully paid. In the event any sale hereunder is not completed or is defective in the opinion of Administrative Agent, such sale shall not exhaust the power of sale hereunder and Administrative Agent shall have the right to cause a

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subsequent sale or sales to be made hereunder. Administrative Agent shall have the right from time to time to enforce any legal or equitable remedy against Mortgagor including, without limitation, suing for any portion of the Obligations or any other sums required to be paid under the terms of this Security Instrument, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Administrative Agent thereafter to enforce any other remedy including, without limitation, an action of foreclosure, whether or not such other remedy is based upon an Event of Default that existed at the time of commencement of an earlier or pending action, and whether or not such other remedy is based upon the same Event of Default upon which an earlier or pending action is based. Upon any foreclosure sale, Administrative Agent may bid for and purchase the Property or any part thereof and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

(d) Appointment of Receiver. Administrative Agent may petition a court of competent jurisdiction to appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver, without regard to the then value of the Property or whether the Property shall be then occupied as a homestead or not, and without regard to whether Mortgagor has committed waste or allowed deterioration of the Property, and Administrative Agent or any agent of Administrative Agent may be appointed as such receiver. Mortgagor hereby agrees that Administrative Agent has a special interest in the Property and absent the appointment of such receiver the Property shall suffer waste and deterioration and Mortgagor further agrees that it shall not contest the appointment of a receiver and hereby so stipulates to such appointment pursuant to this paragraph. Such receiver shall have the power to perform all of the acts permitted Administrative Agent pursuant to sub-section (b) above and such other powers which may be necessary or customary in such cases for the protection, possession, control, management and operation of the Property during such period.

(e) Rights as a Secured Party. Administrative Agent shall have, in addition to other rights and remedies available at law or in equity, the rights and remedies of a secured party under the Uniform Commercial Code. Administrative Agent may elect to foreclose such of the Property as then comprise Fixtures pursuant either to the law applicable to foreclosure of an interest in real estate or to that applicable to personal property under the Uniform Commercial Code. To the extent permitted by law, Mortgagor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

(f) Excess Monies. Administrative Agent may apply on account of the Obligations any unexpended monies still retained by Administrative Agent that were paid by Mortgagor to Administrative Agent: (a) for the payment of, or as security for the payment of taxes, assessments or other governmental charges, insurance premiums, or any other charges; or (b) to secure the performance of some act by Mortgagor.

(g) Collection of Rents. Upon the occurrence of an Event of Default, the license granted to Mortgagor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Mortgagor. Administrative Agent may, but shall not be obligated to, perform any or all obligations of the landlord under any or all of the Leases, and Administrative Agent may, but shall not be obligated to, exercise and enforce any or all of

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Mortgagor's rights under the Leases. Without limitation to the generality of the foregoing, Administrative Agent may notify the tenants under the Leases that all Rents are to be paid to Administrative Agent, and following such notice all Rents shall be paid directly to Administrative Agent and not to Mortgagor or any other Person other than as directed by Administrative Agent, it being understood that a demand by Administrative Agent on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Administrative Agent without the necessity of further consent by Mortgagor. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to pay all Rents to Administrative Agent instead of to Mortgagor, upon receipt of written notice from Administrative Agent, without the necessity of any inquiry of Mortgagor and without the necessity of determining the existence or non-existence of an Event of Default. Mortgagor hereby appoints Administrative Agent as Mortgagor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Mortgagor's name or in Administrative Agent's name: (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Administrative Agent; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Administrative Agent may deem necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied in accordance with the terms of sub-section (b), above.

(h) Other Remedies. Administrative Agent shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Mortgagor provided under the Loan Documents or by Applicable Law. Administrative Agent shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Security Instrument, as they become due, without regard to whether or not any other Obligations shall be due, and without prejudice to the right of Administrative Agent thereafter to bring an action of foreclosure, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced. In addition, Administrative Agent shall have the right to set-off all or any part of any amount due by Mortgagor to Administrative Agent under any of the Obligations, against any indebtedness, liabilities or obligations owing by Administrative Agent in any capacity to Mortgagor, including any obligation to disburse to Mortgagor any funds or other property on deposit with or otherwise in the possession, control or custody of Administrative Agent.

(i) Waiver of Mortgagor's Rights. BY EXECUTION OF THIS SECURITY INSTRUMENT, MORTGAGOR EXPRESSLY: (a) ACKNOWLEDGES THE RIGHT OF ADMINISTRATIVE AGENT TO ACCELERATE THE LIABILITIES SECURED BY THIS SECURITY INSTRUMENT AND THE POWER OF ATTORNEY GIVEN HEREIN TO ADMINISTRATIVE AGENT TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON AN EVENT OF DEFAULT BY MORTGAGOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY INSTRUMENT; (b) WAIVES ANY AND ALL RIGHTS WHICH

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MORTGAGOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (i) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY ADMINISTRATIVE AGENT OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO ADMINISTRATIVE AGENT, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY INSTRUMENT AND (ii) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; (c) ACKNOWLEDGES THAT MORTGAGOR HAS READ THIS SECURITY INSTRUMENT AND ANY AND ALL QUESTIONS OF MORTGAGOR REGARDING THE LEGAL EFFECT OF THIS SECURITY INSTRUMENT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO MORTGAGOR, AND MORTGAGOR HAS CONSULTED WITH COUNSEL OF MORTGAGOR'S CHOICE PRIOR TO EXECUTING THIS SECURITY INSTRUMENT; AND (d) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF MORTGAGOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY MORTGAGOR AS PART OF A PARGAINED FOR LOAN TRANSACTION AND THAT THIS SECURITY INSTRUMENT IS VALID AND ENFORCEABLE BY MORTGAGOR AGAINST MORTGAGOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

(j) Application of Proceeds of Sale. In the event of a foreclosure sale of all or any portion of the Property or upon the enforcement of any other rights under this Section 7.2, the proceeds of said sale or enforcement shall be applied in the manner prescribed by Administrative Agent, subject to applicable law, with any surplus being paid to Mortgagor or any other person or entity who may be lawfully entitled thereto.

Section 7.3 Right to Cure Defaults. Upon the occurrence and during the continuance of any Event of Default, Administrative Agent may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Administrative Agent may deem necessary to protect the security hereof. Administrative Agent is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Administrative Agent upon demand. All such costs and expenses incurred by Administrative Agent in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear Default Interest, for the period beginning on the first day after notice from Administrative Agent that such cost or expense was incurred and continuing until the date of payment to Administrative Agent. All such costs and expenses incurred by Administrative Agent together with Default Interest thereon shall be deemed to constitute a portion of the Debt and be secured by this Security Instrument and the other Loan

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Documents and shall be immediately due and payable upon demand by Administrative Agent therefor.

Section 7.4 Other Rights, Etc. The failure of Administrative Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Mortgagor shall not be relieved of Mortgagor's obligations hereunder by reason of (i) the failure of Administrative Agent to comply with any request of Mortgagor or any guarantor or indemnitor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Administrative Agent extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

It is agreed that the risk of loss or damage to the Property is on Mortgagor, and Administrative Agent and Lenders shall have no liability whatsoever for any decline in value of the Property, for failure to maintain the insurance policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Administrative Agent shall not be deemed an election of judicial relief, if any such possession is requested or obtained, with respect to any Property or collateral not in Administrative Agent's possession.

Administrative Agent may resort for the payment and performance of the Obligations (including, but not limited to, the payment of the Debt) to any other security held by Administrative Agent in such order and manner as Administrative Agent, in its discretion, may elect. Administrative Agent may take action to recover the Debt, or any portion thereof, or to enforce the Other Obligations or any covenant hereof without prejudice to the right of Administrative Agent thereafter to foreclose this Security Instrument. The rights of Administrative Agent under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Administrative Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Administrative Agent shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.5 Right to Release Any Portion of the Property. Administrative Agent may release any portion of the Property for such consideration as Administrative Agent may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Debt shall have been reduced by the actual monetary consideration, if any, received by Administrative Agent for such release, and Administrative Agent may accept by assignment, pledge or otherwise any other property in place thereof as Administrative Agent may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as security title to and a security interest in the remaining portion of the Property.

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ARTICLE 8 WAIVERS

Section 8.1 Waiver of Counterclaim. To the extent permitted by Applicable Law, Mortgagor hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Administrative Agent arising out of or in any way connected with this Security Instrument or the Obligations.

Section 8.2 Marshalling and Other Matters. To the extent permitted by Applicable Law, Mortgagor hereby waives the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Mortgagor, for itself and all persons who may claim by, through or under Mortgagor, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws", and all rights of reinstatement and redemption of Mortgagor and of all other persons claiming by, through or under Mortgagor are and shall be deemed to be hereby waived to the fullest extent permitted by the laws of the State in which the Property is located.

Section 8.3 Waiver of Notice. To the extent permitted by Applicable Law, Mortgagor shall not be entitled to any notices of any nature whatsoever from Administrative Agent except with respect to matters for which this Security Instrument or the Loan Documents specifically and expressly provide for the giving of notice by Administrative Agent to Mortgagor and except with respect to matters for which Administrative Agent is required by Applicable Law to give notice. Mortgagor hereby expressly waives the right to receive any notice from Administrative Agent with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Administrative Agent to Mortgagor.

Section 8.4 Waiver of Statute of Limitations. To the fullest extent permitted by Applicable Law, Mortgagor hereby expressly waives and releases its right to plead any statute of limitations as a defense to the payment of the Debt or performance of its Other Obligations.

Section 8.5 Additional Waivers. MORTGAGOR EXPRESSLY WAIVES THE FOLLOWING: ALL HOMESTEAD EXEMPTION RIGHTS, IF ANY, WHICH MORTGAGOR OR MORTGAGOR'S FAMILY MAY HAVE PURSUANT TO THE CONSTITUTION AND LAWS OF THE UNITED STATES, THE STATE OF ILLINOIS OR ANY OTHER STATE OF THE UNITED STATES, IN AND TO THE PROPERTY AS AGAINST THE COLLECTION OF THE DEBT, OR ANY PART THEREOF. ALL WAIVERS BY MORTGAGOR IN THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY BY MORTGAGOR, AFTER MORTGAGOR HAS BEEN AFFORDED AN OPPORTUNITY TO BE INFORMED BY COUNSEL OF MORTGAGOR'S CHOICE AS TO POSSIBLE ALTERNATIVE RIGHTS.

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MORTGAGOR'S EXECUTION OF THIS SECURITY INSTRUMENT SHALL BE CONCLUSIVE EVIDENCE OF THE MAKING OF SUCH WAIVERS AND THAT SUCH WAIVERS HAVE BEEN VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY MADE.

ARTICLE IX MISCELLANEOUS

Section 9.1 Notices. All notices and communications under this Security Instrument shall be in writing and shall be given in accordance with the terms of Section 8.1 of the Loan Agreement.

Section 9.2 Remedies Cumulative. The rights and remedies of Administrative Agent and Lenders as provided in this Security Instrument or in any other Loan Document shall be cumulative and concurrent, may be pursued separately, successively or together, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Administrative Agent at law or in equity. The failure, at any one or more times, of Administrative Agent to assert the right to declare the Obligations due, grant any extension of time for payment of the Obligations, take other or additional security for the payment thereof, release any security, change any of the terms of the Loan Documents, or waive or fail to exercise any right or remedy under any Loan Document shall not in any way affect this Security Instrument or the rights of Administrative Agent.

Section 9.3 No Implied Waiver. Administrative Agent shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Administrative Agent, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy with respect to a subsequent event.

Section 9.4 No Warranty by Administrative Agent. By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Mortgagor or to be given to Administrative Agent pursuant to this Security Instrument or any of the other Loan Documents, Administrative Agent shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Administrative Agent.

Section 9.5 Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Security Instrument shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

Section 9.6 Binding Effect. The covenants, conditions, waivers, releases and agreements contained in this Security Instrument shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns and are intended and shall be held to be real covenants running with the land; provided, however, that this Security Instrument cannot be assigned by Mortgagor without the prior written consent

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of Administrative Agent, and any such assignment or attempted assignment by Mortgagor shall be void and of no effect with respect to Administrative Agent.

Section 9.7 Modifications. This Security Instrument may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No course of dealing or conduct by or among Administrative Agent and Mortgagor shall be effective to amend, modify or change any provisions of this Security Instrument or the other Loan Documents.

Section 9.8 Commercial Loan. Mortgagor represents and warrants that the loans or other financial accommodations included as Debt secured by this Security Instrument were obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

Section 9.9 Governing Law. The provisions of this security Instrument 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 Property is located. All other provisions of this Security Instrument shall be governed by the laws (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

Section 9.10 Notice/Cure. All representations, warranties and covenants of Mortgagor made hereunder shall be subject to all notice, grace, and/or cure provisions set forth in the Loan Agreement and the other Loan Documents, as applicable. An Event of Default shall not be deemed to have occurred hereunder unless all such notice, grace and/or cure provisions, if any, applicable to such act or omission giving rise to an Event of Default have been exhausted.

Section 9.11. Recourse. The obligations of Mortgagor hereunder are subject to the terms and limitations of Section 2.19 of the Loan Agreement, which are incorporated herein by reference.

ARTICLE X ILLINOIS STATE-SPECIFIC PROVISIONS

Section 10.1 Compliance with Illinois Mortgage Foreclosure Law.

(a) Maximum Indebtedness. Notwithstanding anything contained in this Mortgage to the contrary, in no event shall the indebtedness exceed \$69,000,000. However, in no event shall Administrative Agent and Lenders be required to advance funds in excess of the face amount of the Note.

(b) Illinois Mortgage Foreclosure Law Controls. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) (the "Act"), including the waiver in Section 8.2 of this Mortgage of redemption rights under 735 ILCS 5/15-1601, the

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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.

(c) Receiver. If any provision of this Mortgage shall grant to Administrative Agent and Lenders (including Administrative Agent acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Section 7.2(d) of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Administrative Agent or Lenders or in that receiver under the Act in the absence of that provision, Administrative Agent and that receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(d) Expenses Added to Indebtedness. Without limiting the generality of the foregoing, all expenses incurred by Lender which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage and/or by the judgment of foreclosure.

(e) Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act, Illinois Compiled Statutes, Chapter 315 ILCS 180/1 et seq., Mortgagor is hereby notified that, unless Mortgagor provides Lender with evidence of the insurance required by this Security Instrument or any other Loan Document, Lender may purchase insurance as is required by the Loan Documents at Mortgagor's expense to protect Lender's interest in the Property or any other collateral for the indebtedness secured hereby as is required by the Loan Documents. This insurance may, but need not, protect Mortgagor's interests. The coverage Lender purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property or any other collateral for the indebtedness secured hereby. Mortgagor may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Mortgagor has obtained insurance as required under this Security Instrument or any other Loan Document. If Lender purchases insurance for the Property or any other collateral for the indebtedness secured hereby, Mortgagor shall be responsible for the costs of that insurance, including the insurance premiums, interest and any other charges that Lender may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the indebtedness secured hereby. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

(f) Mortgagor Waivers.

(i) Except to the extent contrary to law, Mortgagor agrees that upon the occurrence and during the continuation of an Event of Default, Mortgagor will not at any time insist upon or plead or in any manner whatsoever claim the benefit of any valuation, stay, extension, or exemption law now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Instrument or the absolute sale of the Property or the possession thereof by any purchaser at any sale made pursuant to any provision hereof, or pursuant to the decree of any court of competent jurisdiction; but Mortgagor, for Mortgagor and

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all who may claim through or under Mortgagor, so far as Mortgagor or those claiming through or under Mortgagor now or hereafter lawfully may, hereby waives upon the occurrence and during the continuation of an Event of Default the benefit of all such laws. Except to the extent contrary to law, Mortgagor hereby waives upon the occurrence and during the continuation of an Event of Default any and all right to have the Property marshaled upon any foreclosure of this Security Instrument, or sold in inverse order of alienation, and agrees that Lender or any court having jurisdiction to foreclose this Security Instrument may sell the Property as an entirety. If any law now or hereafter in force referred to in this paragraph of which the parties or their successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of this paragraph, to the extent not prohibited by law.

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

(g) Business Loan. Mortgagor covenants and agrees that (i) all of the proceeds of the Loan secured by this Security Instrument will be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, (ii) the entire principal obligation secured hereby constitutes: (A) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, Illinois Compiled Statutes, Chapter 815 ILCS 205/0.01, et seq., including Section 4(1)(c) thereof; and (B) a "loan secured by a mortgage on real estate" within the purview and operation of Section 205/4(1)(l) thereof, and (iii) the indebtedness secured hereby is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Section 1601, et seq. and has been entered into solely for business purposes of Mortgagor and for Mortgagor's investment or profit, as contemplated by said section.

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

Section 10.2 Disclaimers. The relationship of Borrower and Administrative Agent and Lenders under this Mortgage and the other Loan Documents is, and shall at all times remain, solely that of borrower and lender; and Administrative Agent and Lenders neither undertake nor assume any responsibility or duty to Borrower or to any third party with respect to the Property. Notwithstanding any other provisions of this Mortgage and the other Loan Documents: (i)

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Administrative Agent is not, and shall not be construed to be, a partner, joint venturer, member, alter ego, manager, controlling person or other business associate or participant of any kind of Borrower and Lender, and Lender does not intend to ever assume such status; (ii) Administrative Agent does not intend to ever assume any responsibility to any person for the quality, suitability, safety or condition of the Property; and (iii) Administrative Agent shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower.

Administrative Agent and Lenders shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any person or property arising from any construction on, or occupancy or use of, the Property, whether caused by or arising from: (i) any defect in any building, structure, grading, fill, landscaping, or other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Borrower or any of Borrower's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or on the Property or any fire, flood, or other casualty or hazard thereon; (iv) the failure of Borrower or any of Borrower's licensees, employees, invitees, agents, independent contractors, or other representatives to maintain the Property in a safe condition; or (v) any nuisance made or suffered on any part of the Property.

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EXHIBIT A DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 1 IN RBC TECH CENTER SUBDIVISION IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 10 IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 11 IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 1 IN RBC TECH CENTER SUBDIVISION UNIT 2, A RESUBDIVISION OF LOT 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY TAKEN BY CONDEMNATION ORDER ENTERED IN CASE 02L50283: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 AFORESAID; THENCE ON AN ASSUMED BEARING OF NORTH 01 DEGREES 11 MINUTES 31 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 25.00 FEET; THENCE SOUTH 46 DEGREES 17 MINUTES 46 SECONDS EAST, 35.29 FEET TO THE SOUTH LINE OF LOT 1 AFORESAID; THENCE SOUTH 88 DEGREES 36 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 2 IN THE RESUBDIVISION OF LOTS 12 TO 16, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 6:

LOT 1 IN REGENT BUSINESS CENTER PARCEL F, BEING A RESUBDIVISION OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 2 IN REGENT BUSINESS CENTER PARCEL F, BEING A RESUBDIVISION OF LOTS 1 THROUGH 9, BOTH INCLUSIVE, IN SDK SUBDIVISION NO. 2 OF PARTS OF LOTS 1 AND 2 IN EVERDING SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 26 TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 3 IN REGENT OFFICE CENTER-PHASE II, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

EASEMENT FOR THE BENEFIT OF PARCEL 8 CREATED BY CROSS-EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED MAY 19, 1999 AS DOCUMENT 99485434 BETWEEN LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST NO. 51005 AND THE CHICAGO TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 1107118 OVER THE HIGGINS DRIVEWAY AND THE PORTION OF THE ACCESS DRIVE LOCATED ON THE CHICAGO PROPERTY AS DEPICTED ON EXHIBIT C.

PARCEL 10:

THE SOUTH 920.24 FEET, AS MEASURED ALONG THE EAST LINE OF A 200.0 FOOT STRIP OF LAND CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 12, 1939 AS DOCUMENT NO. 12259408, OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHERLY AND WESTERLY OF THE CENTER LINE OF HIGGINS ROAD, EAST OF THE EAST LINE OF SAID 200.0 FOOT STRIP OF LAND AND LYING NORTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID 200 FOOT STRIP OF LAND FROM A POINT ON SAID EAST LINE OF SAID 200 FOOT STRIP OF LAND, 1957.80 FEET SOUTH, AS MEASURED ALONG THE EAST LINE OF SAID 200 FOOT STRIP OF LAND, OF THE NORTH LINE OF

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THE NORTHWEST 1/4 OF SAID SECTION 26, EXCEPTING THEREFROM THE EAST 30.0 FEET, MEASURED AS RIGHT ANGLES TO THE EAST LINE THEREOF, IN COOK COUNTY, ILLINOIS.

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