

Illinois Anti-Predatory
Lending Database
Program

Doc#: 1634308038 Fee: \$102.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/08/2016 11:39 AM Pg: 1 of 28

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN: 17-09-301-002-0000**

Address:

Street: 370 N. Desplaines St

Street line 2:

City: Chicago

State: IL

ZIP Code: 60661

Lender: Credit Suisse AG, Cayman Islands Branch

Borrower: Jewel Food Stores, Inc

Loan / Mortgage Amount: \$13,050,000.00

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

Certificate number: BD1D3689-B7F5-4E51-815B-624084A41CA8

Execution date: 11/18/2016

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This instrument prepared in consultation with counsel in the state in which the Mortgaged Property is located by the attorney described below and after recording return to:

Artemis Anninos, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, NY 10005
(212) 701-3000

NAI Store No.: 3376

**FIRST LIEN LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**
(Cook County, Illinois (the "State"))

THIS FIRST LIEN LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Mortgage**"), dated as of November 18, 2016, is made and executed by **Jewel Food Stores, Inc.**, an Ohio corporation ("**Mortgagor**"), having its principal offices at c/o Albertson's LLC, 250 Parkcenter Boulevard, Boise, ID 83706, in favor of **Credit Suisse AG, Cayman Islands Branch**, having an office at Eleven Madison Avenue, 23rd Floor, New York, NY, 10010, Attn: Loan Operations – Agency Manager ("**Agent**"), as Agent for the benefit of the Secured Parties (as each such term is defined in the Credit Agreement defined below) (and, to the extent provided in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders (as such term is defined in the Security Agreement)).

RECITALS

A. Pursuant to that certain Term Loan Agreement dated as of March 21, 2013 (the "**Original Credit Agreement**"), as amended by (i) that certain Amendment No. 1 to the Term Loan Agreement dated as of May 9, 2013 ("**Amendment No. 1 to Original Credit Agreement**"), (ii) that certain Consent and Amendment No. 2 dated as of September 19, 2013

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(“**Amendment No. 2 to Original Credit Agreement**”), (iii) that certain Amendment No. 3 dated as of December 27, 2013 (“**Amendment No. 3 to Original Credit Agreement**”), (iv) that certain Consent and Amendment No. 4 dated as of May 5, 2014 (“**Amendment No. 4 to Original Credit Agreement**”), as amended and restated by that certain Amendment No. 5 dated as of August 25, 2014, pursuant to which that certain First Amended and Restated Term Loan Agreement dated as of August 25, 2014 is attached as Annex A (“**First ARCA**”), as amended by that certain Incremental Amendment dated as of October 23, 2014 (“**Amendment No. 1 to First ARCA**”), as further amended and restated by that certain Second Amended and Restated Term Loan Agreement dated as of August 25, 2014 and effective as of January 30, 2015 (“**Second ARCA**”), as amended or supplemented by (i) that certain Amendment No. 1 dated as of December 21, 2015 (“**Amendment No. 1 to Second ARCA**”), and (ii) that certain Amendment No. 2 dated as of December 21, 2015 (“**Amendment No. 2 to Second ARCA**”), (iii) that certain Joinder and Assumption Agreement of NAI Guarantors dated December 21, 2015 (“**Joinder to Second ARCA**”) (iv) that certain Amendment No. 3 and Consent dated as of February 11, 2016 (“**Amendment No. 3 to Second ARCA**”) and (v) that certain Amendment No. 4 dated as of June 22, 2016 (“**Amendment No. 4 to Second ARCA**”) (the Original Credit Agreement, as amended by Amendment No. 1 to Original Credit Agreement, Amendment No. 2 to Original Credit Agreement, Amendment No. 3 to Original Credit Agreement, Amendment No. 4 to Original Credit Agreement, First ARCA, Amendment No. 1 to First ARCA, Second ARCA, Amendment No. 1 to Second ARCA, Amendment No. 2 to Second ARCA, Joinder to Second ARCA, Amendment No. 3 to Second ARCA, and Amendment No. 4 to Second ARCA, as so amended and supplemented and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Albertson’s LLC, a Delaware limited liability company, as borrower (the “**Parent Borrower**”), Albertsons Companies, LLC (successor by merger to Albertson’s Holdings LLC (“**Holdings**”), Safeway Inc. (“**Safeway**”), Spirit Acquisition Holdings LLC (“**Spirit**”), New Albertson’s, Inc. (“**NAI**”), United Supermarkets, L.L.C. (“**United**” and together with Safeway, Spirit and NAI, the “**Co-Borrowers**” and each a “**Co-Borrower**” and together with the Parent Borrower, the “**Borrowers**” and each, a “**Borrower**”), the Guarantors from time to time party thereto (such term and each other capitalized term used and not defined herein having the meaning given to it in the Credit Agreement), the Lenders from time to time party thereto, and Credit Suisse AG, Cayman Islands Branch, in its capacity as administrative agent and collateral agent, the Lenders have agreed to make to or for the account of the Borrowers certain Loans.

B. The Parent Borrower, the other grantors from time to time party thereto, and the Agent have also entered into that certain Third Amended and Restated Security Agreement dated as of March 21, 2013, as amended and restated as of December 27, 2013, as further amended and restated as of January 30, 2015, and as further amended and restated as of February 11, 2016 (as so amended and supplemented and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) pursuant to the Credit Agreement.

C. Holdings owns, directly or through its Subsidiaries, all of the issued and outstanding capital stock of the Mortgagor.

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D. The Mortgagor has, pursuant to the Guaranty contained in the Credit Agreement agreed to, among other things, unconditionally guarantee the Guaranteed Obligations pursuant to and in accordance with the terms thereof.

E. The Mortgagor has and will continue to receive substantial benefits from the execution, delivery and performance of the Financing Agreements and is, therefore, willing to enter into this Mortgage.

F. Pursuant to the Credit Agreement, the Mortgagor is obligated to execute and deliver certain documents, including this Mortgage.

G. This Mortgage is made by the Mortgagor in favor of the Agent for its benefit and the benefit of the Secured Parties (and, to the extent provided for in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders) to secure the payment and performance of all of the Secured Obligations (as such term is defined in the Security Agreement) (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations (as such term is defined in the Security Agreement)).

GRANTING CLAUSES

To secure the payment and performance in full of all the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations), Mortgagor does hereby convey, mortgage, warrant, grant, assign, transfer, pledge and deliver unto Agent for its benefit and for the benefit of the other Secured Parties (and, to the extent provided for in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders), and does hereby grant to Agent for its benefit and for the benefit of the other Secured Parties (and, to the extent provided for in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders) a security interest in and lien upon, all of Mortgagor's right, title and interest in, to and under the following described property, whether now owned or held or hereafter acquired from time to time:

(A) The land legally described in attached **Exhibit A ("Land")** and that certain Ground Lease dated as of January 6, 2010, pursuant to which the Mortgagor leases all or a portion of the premises from Hubbard's Cave L.L.C. ("**Lessor**", as such term shall include the assignee of or successor to the rights, powers and responsibilities of Hubbard's Cave L.L.C.), as evidenced by that certain Memorandum of Ground Lease dated as of January 6, 2010 and recorded January 8, 2010 as Instrument No. 1000844066 of the Official Records of Cook County, Illinois, together with all assignments, modifications, extensions and renewals of the Mortgaged Lease, and all credits, deposits, options, privileges and rights of the Mortgagor as tenant under the Mortgaged Lease, including, but not limited to, rights of first refusal, if any, and the right, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms and the option to purchase, if any, all or any portion of the premises demised under the Mortgaged Lease ("**Mortgaged Lease**");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land and all machinery, appliances, equipment,

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furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Improvements**");

(C) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");

(D)(i) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Land, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto;

(ii) All compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage to or taking of all or any portion of the Land, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Land, Improvements, Appurtenances or of other property, or (b) the alteration of the grade of any street or highway on or about the Land, Improvements, Appurtenances or any part thereof; and, except as otherwise provided herein or in the Credit Agreement, Agent is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein or in the Credit Agreement, to apply the same toward the payment of the indebtedness and other sums secured hereby; and

(iii) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements or Appurtenances;

(E) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "**Rents**");

(F) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagor which contain evidence of payments made under the leases and all security given therefor (collectively, the "**Leases**");

(G) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding Granting Clauses; and

(H) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses.

All of the mortgaged property described in the Granting Clauses is hereinafter referred to as the "**Mortgaged Property.**"

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TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Agent, its successors and assigns forever, for its benefit and for the benefit of the other Secured Parties (and, to the extent provided for in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders) for purposes of securing the payment and performance in full of all the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations), and hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

ARTICLE I. COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Agent as follows:

SECTION 1.1. **Performance under Credit Agreement and Mortgage.**

Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner, so as not to cause an Event of Default (as defined herein), all provisions hereof, of the Credit Agreement, and every instrument evidencing or securing the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations).

SECTION 1.2. **General Covenants and Representations.**

Mortgagor covenants, represents and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor has good and valid recorded leasehold interests in the Mortgaged Lease and the Mortgaged Property which is real property leased thereunder and has good and valid title to the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except for Liens permitted under Section 10.1 of the Credit Agreement ("**Permitted Liens**"); and (b) Mortgagor will maintain and preserve the lien of this Mortgage as a first lien on the Mortgaged Property, subject only to the Permitted Liens or as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, until the Secured Obligations (and, to the extent provided for in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) have been paid in full and this Mortgage has been released in whole pursuant to Section 4.11 hereof.

SECTION 1.3. **Compliance with Laws and Other Restrictions.**

Mortgagor covenants and represents that the Land and the Improvements and the use thereof presently comply with all Laws in accordance with Section 9.2 of the Credit Agreement.

SECTION 1.4. **Taxes and Other Charges.**

Except for failures that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, Mortgagor shall in accordance with and subject to, the applicable provisions of the Mortgaged Lease pay promptly when due and payable all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or in connection with this Mortgage (including any mortgage recording taxes) or the Credit Agreement; provided, however, that Mortgagor may in good faith contest the validity, applicability or amount of any tax, assessment or other charge, in accordance with the terms of the Credit Agreement.

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SECTION 1.5. Mechanic's and Other Liens. Except as otherwise may be provided by the Credit Agreement, Mortgagor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due or payable) to be created upon or against the Mortgaged Property; provided, however, that Mortgagor may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted lien, in accordance with the terms of the Credit Agreement.

SECTION 1.6. Insurance and Condemnation.

(a) **Insurance Policies.** Mortgagor shall obtain and keep in full force and effect the policies of insurance required by Section 9.4 of the Credit Agreement pursuant to the terms thereof.

(b) **Adjustment of Loss; Application of Proceeds.** Except as otherwise may be provided by the Credit Agreement, Agent is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies covering the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. The entire amount of such proceeds, awards or compensation shall be applied in accordance with Section 2.3(b) of the Credit Agreement.

(c) **Condemnation Awards.** Except as otherwise may be provided by the Credit Agreement, Agent shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Mortgaged Property or any part thereof, (ii) damage to the Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of other property, or (iii) the alteration of the grade of any street or highway on or about the Mortgaged Property. Except as may otherwise be provided by the Credit Agreement, Agent is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Mortgagor shall pay all out-of-pocket reasonable fees, costs and expenses, including reasonable and documented attorney's fees, incurred by the Agent in connection therewith and in seeking and obtaining any award or payment on account thereof. The entire amount of such proceeds, awards or compensation shall be applied in accordance with Section 2.3(b) of the Credit Agreement.

(d) **Obligation to Repair.** In the event the Mortgagor is permitted or required to perform any restoration in accordance with the provisions of Section 2.3(b) of the Credit Agreement, the Mortgagor shall perform such restoration in accordance with the provisions thereof.

SECTION 1.7. Inspection. The Mortgagor shall permit the Agent, and its agents, representatives and employees to inspect the Mortgaged Property in accordance with Section 9.15 of the Credit Agreement.

SECTION 1.8. Intentionally Omitted.

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SECTION 1.9. Care of the Mortgaged Property.

(i) Mortgagor shall preserve and maintain the Mortgaged Property in the condition required by the Credit Agreement.

(ii) Mortgagor represents and warrants that no portion of the Land is located in an area identified by the Federal Emergency Management Agency or any successor thereto as an area having special flood hazards pursuant to the Flood Insurance Acts promulgated by the Federal Emergency Management Agency or any successor thereto or, if any portion of the Land is located within such area, the Mortgagor has obtained the flood insurance prescribed in the Credit Agreement.

SECTION 1.10. Transfer or Encumbrance of the Mortgaged Property.

Except as permitted by the Credit Agreement, Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease or encumbrance of the Mortgaged Property, any part thereof, or any interest therein, without the prior written consent of Agent not to be unreasonably withheld, conditioned or delayed.

SECTION 1.11. Further Assurances. At any time and from time to time, upon Agent's reasonable request, Mortgagor shall make, execute and deliver, or cause to be made, executed and delivered, to Agent, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall be deemed desirable by Agent, any and all such further mortgages or deeds of trust, security agreements, financing statements, instruments of further assurance, certificates and other documents as Agent may reasonably require in order to effectuate or perfect, or to continue and preserve the obligations under, this Mortgage.

SECTION 1.12. Assignment of Rents. Mortgagor absolutely and unconditionally grants, bargains, sells and conveys the Rents to Agent to provide a source of payment of the Secured Obligations (and, to the extent provided for in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) subject to the license granted to Mortgagor below. Mortgagor and Agent intend that this conveyance be presently and immediately effective without any further action on the part of either party, and, specifically, Agent shall be entitled, at its option, upon the occurrence and during the continuance of an Event of Default, to all Rents, whether or not Agent takes possession of the Mortgaged Property. Such assignment and grant shall continue in effect during the continuance of an Event of Default until the Secured Obligations (and, to the extent provided for in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) are paid in full and this Mortgage has been released in whole pursuant to Section 4.11 hereof, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor during the continuance of an Event of Default to the entry by Agent upon and taking possession of the Mortgaged Property by Agent pursuant to such grant, whether or not foreclosure proceedings have been instituted. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Mortgagor shall have the right and authority to continue to collect the Rents as they become due and payable in accordance with the provisions of the applicable Lease; provided, however, that no prepayment of Rent shall in any event result, individually or in the aggregate, in a Material Adverse Effect on the value of the Mortgaged Property.

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SECTION 1.13. After-Acquired Property. To the extent permitted by, and subject to, applicable law, the lien of this Mortgage shall automatically attach, without further act, to all property hereafter acquired by Mortgagor and located in or on, or attached to, or used or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

SECTION 1.14. Leases Affecting Mortgaged Property. Mortgagor shall comply with and perform in a complete and timely manner in all material respects all of its obligations as landlord under all Leases affecting the Mortgaged Property or any part thereof. The assignment contained in Section 1.12 shall not be deemed to impose upon Agent any of the obligations or duties of the landlord or Mortgagor provided in any Lease.

SECTION 1.15. Execution of Leases. Except as permitted by the Credit Agreement, Mortgagor shall not permit any Leases to be made of the Mortgaged Property, or to be modified, terminated, extended or renewed, without the prior written consent of Agent.

SECTION 1.16. Security Agreement and Fixture Filing. This Mortgage is both a real property mortgage and a security agreement (as "security agreement" is defined in the Uniform Commercial Code as enacted and in effect in the State (the "UCC")). Mortgagor does hereby grant to Agent for its benefit and for the benefit of the other Secured Parties (and, to the extent provided in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders) a security interest in and lien upon all goods, equipment, furniture and other tangible personal property of Mortgagor used in connection with the Mortgaged Property. The information contained in this Section 1.16 is provided in order that this Mortgage shall comply with the requirements of the UCC for a mortgage to be effective as a financing statement filed as a fixture filing. Capitalized terms not otherwise defined in this Section 1.16 shall have the meaning ascribed to them in the UCC. The Debtor is Mortgagor whose Organization Number is 1825949, the Secured Party is Agent, Mortgagor is the record owner of the Land other than the Land subject to the Mortgaged Lease and Lessor is the record owner of the Land subject to the Mortgaged Lease, and the mailing addresses of Mortgagor/Debtor and Agent/Secured Party are as set forth in the preamble to this Mortgage. The types, or the items, of collateral covered hereby include goods that are or are to become fixtures with respect to the Land and Improvements located thereon. The filing of this Mortgage in the real estate records of the county in which the Land is located shall operate from the time of filing as a "fixture filing" within the meaning of Section 9.102(a)(40) and under Section 9.502(c) of the UCC with respect to all portions of the Mortgaged Property that are or are to become fixtures related to the Land and Improvements located thereon.

SECTION 1.17. Secured Obligations. This Mortgage secures, and the Mortgaged Property is collateral security for, the payment and performance in full when due of the Secured Obligations (and, to the extent provided for in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations).

Notwithstanding any of the other provisions set forth in this Section 1.17 or anything else contained in this Mortgage or any other Financing Agreement, for so long as the NAI Indenture (as defined in the Security Agreement) is in effect and includes any limitation on the amount of Indebtedness of the NAI Group (as defined in the Security Agreement) that may be secured by

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the NAI Restricted Collateral (as defined in the Security Agreement), the aggregate amount of all Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) secured under the Collateral Documents by NAI Restricted Collateral shall not, at any time, exceed the lesser of (x) the Maximum NAI Credit Facility Amount (as defined in the Security Agreement) as calculated on the latest NAI Collateral Test Date (as defined in the Security Agreement) and (y) an amount as otherwise determined pursuant to any Intercreditor Agreement or another intercreditor agreement applicable to other Indebtedness secured on a pari passu basis with the Term Loans entered into with the Agent in accordance with the Financing Documents.

ARTICLE II. DEFAULTS

SECTION 2.1. **Event of Default.** The term “Event of Default,” wherever used in this Mortgage, shall mean the occurrence of an “Event of Default” under and as defined in the Credit Agreement.

ARTICLE III. REMEDIES

SECTION 3.1. **Acceleration of Maturity.** If an Event of Default shall have occurred and be continuing, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon in accordance with clause (b) of the definition of Interest Rate in the Credit Agreement, and all other Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) (or such parts as Agent may elect) shall, at the option of Agent, become due and payable without notice or demand, time being of the essence.

SECTION 3.2. **Right of Agent to Enter and Take Possession.** If an Event of Default shall have occurred and be continuing, Mortgagor, upon demand of Agent, shall forthwith surrender to Agent the actual possession of the Mortgaged Property, and if and to the extent permitted by law, Agent may enter and take possession of all the Mortgaged Property, and may exclude Mortgagor and its agents and employees wholly therefrom. Upon every such entering upon or taking of possession, Agent may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and Agent may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (i) all reasonable expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (ii) the cost of all maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions reasonably necessary; (iii) the cost of insurance; (iv) such taxes, assessments and other charges prior to the lien of this Mortgage as Agent may determine to pay; (v) other proper charges upon the Mortgaged Property or any part thereof; and (vi) the reasonable compensation and documented out-of-pocket expenses and disbursements of the attorneys and agents of Agent, shall apply the remainder of the monies so received by Agent, in accordance with the provisions of the Credit Agreement.

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SECTION 3.3. Receiver. If an Event of Default shall have occurred and be continuing, upon application to a court of competent jurisdiction, Agent shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, and revenues thereof. Mortgagor will pay to Agent upon demand all reasonable and documented out-of-pocket expenses incurred by Agent, including receiver's fees, attorneys' fees, costs and agents' compensation, incurred pursuant to the provisions contained in this Section 3.3; and all such expenses shall be secured by this Mortgage.

SECTION 3.4. Agent's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Agent may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations); (b) to foreclose this Mortgage as a real property mortgage or to foreclose this Mortgage under the power of sale, and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; and (c) to pursue any other remedy available to it, all as Agent shall deem most effectual for such purposes.

SECTION 3.5. [Reserved].

SECTION 3.6. Application of Foreclosure Proceeds. (i) Subject to the terms of the ABL Intercreditor Agreement, the proceeds received by the Agent in respect of any sale of, collection from or other realization upon all or any part of the Mortgaged Property pursuant to the exercise by the Agent of its remedies shall be applied, together with any other sums then held by the Agent pursuant to this Mortgage, first, to payment in full of that portion of the Secured Obligations (excluding the Other Liabilities) constituting fees, indemnities, expenses and other amounts (other than principal and interest, but including costs and expenses payable under Section 12.6 of the Credit Agreement and amounts payable under Section 3.3 of the Credit Agreement and Section 6 of the Credit Agreement) payable to the Agent in its capacity as such, and second, to payment in full of all other Secured Obligations and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations, ratably as among the Secured Obligations, on the one hand, and the 2037 ASC Debentures Obligations, on the other hand, provided that any such proceeds and sums to be applied to the Secured Obligations shall be applied in accordance with and as set forth in Section 11.3 of the Credit Agreement and any such proceeds and sums to be applied to the 2037 ASC Debentures Obligations shall be applied in accordance with the documents governing the 2037 ASC Debentures (as defined in the Security Agreement).

(ii) All payments required to be made pursuant to the foregoing provisions in respect of the 2037 ASC Debentures Obligations shall be paid to or at the direction of the trustee under the ASC Indenture. If at any time any moneys collected or received by the Agent are distributable to the 2037 ASC Debenture Trustee, and if such trustee shall notify the Agent in writing that no provision is made under the ASC Indenture for the application by the 2037 ASC Debenture Trustee of such moneys (whether because the ASC Indenture does not effectively provide that amounts are due and payable or otherwise) and that the ASC Indenture does not effec-

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tively provide for the receipt and the holding by the 2037 ASC Debenture Trustee of such moneys pending the application thereof, then the Agent, after receipt of such moneys pending the application thereof, and receipt of such notification, shall at the direction of the 2037 ASC Debenture Trustee, invest such amounts in Cash Equivalents maturing within 90 days after they are acquired by the Agent or, in the absence of such direction, hold such moneys uninvested and shall hold all such amounts so distributable and all such investments and the net proceeds thereof in trust solely for the 2037 ASC Debenture Trustee (in its capacity as trustee) and for no other purpose until such time as the 2037 ASC Debenture Trustee shall request in writing the delivery thereof by the Agent for application pursuant to the 2037 ASC Debentures. The Agent shall not be responsible for any diminution in funds resulting from any such investment or any liquidation or any liquidation thereof prior to maturity.

(iii) In making the determination and allocations required by this Section 3.6, the Agent may conclusively rely upon information supplied by the 2037 ASC Debentures Trustee (as such term is defined in the Security Agreement) as to the amounts of unpaid principal and interest and other amounts outstanding with respect to the 2037 ASC Debentures Obligations and the Agent shall have no liability to any of the Secured Parties for actions taken in reliance on such information; provided that nothing in this sentence shall prevent Mortgagor from contesting any amounts claimed by any Secured Party in any information so supplied. All distributions made by the Agent pursuant to this Section 3.6 shall be (subject to any decree of any court of competent jurisdiction) final (absent manifest error), and the Agent shall have no duty to inquire as to the application by the 2037 ASC Debentures Trustee of any amounts distributed to the 2037 ASC Debentures Trustee.

(iv) If, despite the provisions of this Mortgage, any Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the Secured Obligations to which it is then entitled in accordance with this Mortgage, such Secured Party shall hold such payment or other recovery in trust for the benefit of all Secured Parties and 2037 ASC Debentures Holders hereunder for distribution in accordance with this Section 3.6.

SECTION 3.7. Agent's Option on Judicial Foreclosure. Upon the occurrence and during the continuance of an Event of Default, at the option of Agent, this Mortgage may be foreclosed as a real property mortgage, as provided by law or in equity, in which event reasonable attorneys' fees shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Agent exercises its option to judicially foreclose this Mortgage in equity, Agent may at its option, foreclose this Mortgage subject to or prior to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by Mortgagor, a defense to any proceedings instituted by Agent to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

SECTION 3.8. Waiver of Exemption and Redemption. Upon the occurrence and during the continuance of an Event of Default, and subject to applicable laws, Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the

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Mortgaged Property be set off against any part of the indebtedness secured hereby. Mortgagor hereby waives all rights of appraisal, sale and redemption allowed under any law or laws of the State, or the laws of any other state or jurisdiction.

SECTION 3.9. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Agent by the Credit Agreement, this Mortgage or any other instrument evidencing or securing the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Credit Agreement or any instrument evidencing or securing the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations), or now or hereafter existing at law, in equity or by statute.

SECTION 3.10 Sale of Mortgaged Lease. The word "sale" as used in this Article III with respect to the Mortgaged Lease shall mean the sale, transfer, assignment or conveyance for value of the leasehold interest of the Mortgagor in the Mortgaged Lease, together with all of the Mortgagor's right, title and interest in and to the other items comprising the Mortgaged Property.

ARTICLE IV.

MISCELLANEOUS PROVISIONS

SECTION 4.1. Successors and Assigns Included in Parties. Whenever Mortgagor or Agent is named or referred to herein, successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Agent for the benefit of the Secured Parties (and, to the extent provided for in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders).

SECTION 4.2. Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, as to the Mortgagor, addressed to it at the address of the Parent Borrower set forth in the Credit Agreement and as to the Agent, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as shall be designated by such party in a written notice to the other parties hereto complying as to delivery with the terms of this Section 4.2; provided that (i) any notice to the 2037 ASC Debentures Trustee may be made to its address as set forth in the most recent copy of the ASC Indenture provided to the Agent by the Borrowers or in a written notice of such address provided to the Agent by the 2037 ASC Debentures Trustee and (ii) notice to any 2037 ASC Debentures Trustee shall be deemed sufficient notice to the 2037 ASC Debentures Holders for all purposes hereunder.

SECTION 4.3. Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

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SECTION 4.4. Invalid Provisions. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein (or the application of the covenant, agreement, term or provision held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

SECTION 4.5. Changes. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by the Mortgagor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement; provided, however, that the requisite written consent of the 2037 ASC Debentures Holders and/or the 2037 ASC Debentures Trustee under the 2037 ASC Debentures shall be required with respect to any release, waiver, amendment or other modification of this Mortgage that would materially and adversely affect the rights of the 2037 ASC Debentures Holders to equally and ratably share in the security provided for herein with respect to the Mortgaged Property. Except as set forth in this Section 4.5, neither the 2037 ASC Debentures Holders nor any 2037 ASC Debentures Trustee shall have any rights to approve any release, waiver, amendment, modification, charge, discharge or termination with respect to this Mortgage. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by the Mortgagor from the terms of any provision hereof in each case shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Mortgage or any other document evidencing the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations), no notice to or demand on the Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

SECTION 4.6. Governing Law. Except with respect to the creation, perfection, priority and enforcement of the lien and security interest created hereunder, all of which shall be construed, interpreted, enforced and governed by the laws of the State, the validity and interpretation of this Mortgage shall be governed by and in accordance with the internal laws of the State of New York, without giving effect to any conflict of law principles that would result in the application of the laws of any other state (but giving effect to federal laws relating to national banks).

SECTION 4.7. Limitation of Interest. The provisions of the Credit Agreement regarding the payment of lawful interest are hereby incorporated herein by reference.

SECTION 4.8. Future Advances. This Mortgage shall secure all of the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement (and, to the extent applicable pursuant to Section 6.1 of this Mortgage, the ASC Indenture) and shall secure not only Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) with respect to presently existing indebtedness under the Credit Agreement (and, to the extent applicable pursuant to Section 6.1 of this Mortgage, the ASC Indenture), but also any and all other indebtedness which may hereafter be owing by the Mortgagor to the Secured Parties (and, to the

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extent provided for in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders) under the Credit Agreement (and, to the extent applicable pursuant to Section 6.1 of this Mortgage, the ASC Indenture) and other Collateral Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement (and, to the extent applicable pursuant to Section 6.1 of this Mortgage, the ASC Indenture) or the other Collateral Documents, whether such advances are obligatory or to be made at the option of the Secured Parties (and, to the extent provided for in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders), or otherwise, and any extensions, refinancings, modifications or renewals of all such Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) whether or not the Mortgagor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

SECTION 4.9. Maximum Amount of Indebtedness. The total amount of indebtedness that may be secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount of \$13,050,000,000, plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by the Agent by reason of any default by the Mortgagor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

SECTION 4.10. Last Dollar. The lien of this Mortgage shall remain in effect until the last dollar of the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) is paid in full and this Mortgage has been released in whole pursuant to Section 4.11 hereof.

SECTION 4.11. Release.

(a) This Mortgage, the security interest and lien in favor of the Agent (for the benefit of itself and the other Secured Parties (and, to the extent applicable in Section 6.1 of this Mortgage, any 2037 ASC Debentures Holders)) and all other security interests granted hereby shall terminate with respect to all Secured Obligations (other than contingent obligations not yet due) when (i) the Commitments shall have expired or been terminated and (ii) the principal of and interest on each Loan and all fees and other Secured Obligations shall have been paid in full in cash, provided, however, that in connection with the termination of this Mortgage, the Agent may require such indemnities as it shall reasonably deem necessary or appropriate to protect the Secured Parties against (x) loss on account of credits previously applied to the Secured Obligations that may subsequently be reversed or revoked, (y) any obligations that may thereafter arise with respect to the Cash Management Obligations or Bank Products, and (z) any Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) that may thereafter arise under Sections 12.5 or 12.6 of the Credit Agreement, provided, further, that the 2037 ASC Debentures Obligations shall no longer be secured hereby and this Mortgage shall be deemed terminated in the event the Secured Obligations are no longer required to be secured hereby as a result of the release of the Mortgaged Property by the Agent as permitted hereunder and under the Credit Agreement. Upon termination of this Mortgage the Mort-

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gaged Property shall be released from the Lien of this Mortgage. Upon such release or any re-release of Mortgaged Property or any part thereof in accordance with the provisions of the Credit Agreement, the Agent shall, upon the request and at the sole cost and expense of the Mortgagor, assign, transfer and deliver to the Mortgagor, against receipt and without recourse to or warranty by the Agent except as to the fact that the Agent has not encumbered the released assets, such of the Mortgaged Property or any part thereof to be released (in the case of a release) as may be in possession of the Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Mortgaged Property, proper documents and instruments acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be.

(b) Provided that no Event of Default is then occurring, the Mortgagor shall automatically be released from its obligations hereunder and the lien and security interest in favor of the Agent on the Mortgaged Property shall be automatically released if (i) the Mortgagor ceases to be a Restricted Subsidiary as a result of a transaction permitted under the Credit Agreement or becomes an Excluded Subsidiary or (ii) is the parent holding company of a Real Estate Subsidiary party to a Qualified Real Estate Financing Facility if such Mortgage is prohibited by the terms of such Qualified Real Estate Financing Facility; provided that no such release shall occur if the Mortgagor continues to be a guarantor in respect of any ABL Facility Indebtedness or any Additional Pari Term Debt (as defined in the ABL Intercreditor Agreement) or any Permitted Refinancing thereof (as defined in and incurred in compliance with the terms of the ABL Credit Agreement as in effect on the date hereof).

(c) The Mortgaged Property shall be released from the lien of this Mortgage in accordance with the provisions of this Mortgage, the ABL Intercreditor Agreement and the Credit Agreement. Upon termination hereof or any release of Mortgaged Property in accordance with the provisions of this Mortgage, the ABL Intercreditor Agreement or the Credit Agreement, the Agent shall, upon the request and at the sole cost and expense of the Mortgagor, assign, transfer and deliver to the Mortgagor, against receipt and without recourse to or warranty by the Agent, such portion of the Mortgaged Property to be released (in the case of a release) or all of the Mortgaged Property (in the case of termination of this Mortgage) as may be in possession of the Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Mortgaged Property to be released, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be.

(d) At any time that the Mortgagor desires that the Agent take any action described in clause (c) of this Section 4.11, the Mortgagor shall, upon request of the Agent, deliver to the Agent an officer's certificate certifying that the release of the respective Mortgaged Property is permitted pursuant to this Section 4.11. The Agent shall have no liability whatsoever to any other Secured Party (or any 2037 ASC Debentures Holders) as the result of any release of the Mortgaged Property by it as permitted (or which the Agent in good faith believes to be permitted) by this Section 4.11.

SECTION 4.12. Agent May Perform; Agent Appointed Attorney in Fact. If the Mortgagor shall fail to perform any covenants contained in this Mortgage after giving effect to applicable notice and cure periods (including, without limitation, the Mortgagor's cove-

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nants to (i) pay the premiums in respect of all required insurance policies, (ii) pay charges, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of the Mortgagor under any Mortgaged Property) or if any representation or warranty on the part of the Mortgagor contained herein shall be breached, the Agent may (but shall not be obligated to), during the continuance of such breach, do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that the Agent shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which the Mortgagor fails to pay or perform as and when required hereby and which the Mortgagor does not contest in accordance with the provisions of the Credit Agreement. Any and all amounts so expended by the Agent shall be paid by the Mortgagor in accordance with the provisions of the Credit Agreement and repayment shall be secured by this Mortgage. Neither the provisions of this Section 4.12 nor any action taken by the Agent pursuant to the provisions of this Section 4.12 shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of warranty from constituting an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Mortgagor hereby appoints the Agent its attorney-in-fact, with full power and authority in the place and stead of the Mortgagor and in the name of the Mortgagor, or otherwise, from time to time in the Agent's discretion to take any action and to execute any instrument consistent with the terms hereof and the terms of the other Collateral Documents which the Agent may deem necessary or advisable to accomplish the purposes hereof (but the Agent shall not be obligated to and shall have no liability to the Mortgagor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof in accordance with the terms hereof. The Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 4.13. Credit Agreement. In the event of any conflict between the terms of this Mortgage and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

SECTION 4.14. Intercreditor Agreement. Notwithstanding anything to the contrary herein, this Mortgage and each other Financing Agreement are subject to the terms and conditions set forth in the ABL Intercreditor Agreement in all respects and, in the event of any conflict between the terms of the ABL Intercreditor Agreement and this Mortgage, the terms of the ABL Intercreditor Agreement shall govern. Notwithstanding anything herein to the contrary, the priority of the Lien and security interest granted to the Agent pursuant to any Financing Agreement and the exercise of any right or remedy in respect of the Mortgaged Property by the Agent hereunder or under any other Financing Agreement is subject to the provisions of the ABL Intercreditor Agreement.

ARTICLE V.

MORTGAGED LEASE

SECTION 5.1. Representations, Warranties and Covenants. The Mortgagor represents and warrants to the Agent as of the date hereof that, except as could not reasonably be expected to have a Material Adverse Effect (a) the Mortgaged Lease is unmodified and in full force and effect, (b) all rent and other charges therein have been paid to the extent they are

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payable to the date hereof, (c) the Mortgagor enjoys the quiet and peaceful possession of the property demised thereby, (d) the Mortgagor is not in default under any of the terms thereof and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder, and (e) the Lessor thereunder is not in default under any of the terms or provisions thereof on the part of the Lessor to be observed or performed (but this statement is made for the benefit of and may only be relied upon by the Agent and Secured Parties (and, to the extent provided in Section 6.1 of this Mortgage, for the benefit of the 2037 ASC Debentures Holders)). Except as could not reasonably be expected to result in a Material Adverse Effect, the Mortgagor shall promptly pay, when due and payable, the rent and other charges payable pursuant to the Mortgaged Lease, and will timely perform and observe all of the other terms, covenants and conditions required to be performed and observed by the Mortgagor as lessee under the Mortgaged Lease. The Mortgagor shall within ten (10) Business Days following the receipt hereof, deliver a copy of any notice of default given to the Mortgagor by the Lessor pursuant to the Mortgaged Lease and, except as could not reasonably be expected to result in a Material Adverse Effect, promptly notify the Agent in writing of any default by the Lessor in the performance or observance of any terms, covenants or conditions on the part of the Lessor to be performed or observed thereunder. Unless required under the terms of the Mortgaged Lease, and except as set forth in the Credit Agreement and as could not reasonably be expected to result in a Material Adverse Effect, the Mortgagor shall not, without the prior written consent of the Agent (which may be granted or withheld in the Agent's sole and absolute discretion) (i) terminate, or surrender the Mortgaged Lease, or (ii) enter into any modification of the Mortgaged Lease which materially impairs the practical realization of the security interests granted by this Mortgage, and any such attempted termination, modification or surrender without the Agent's written consent shall be void. The Mortgagor shall, within thirty (30) days after written request from the Agent but no more than one (1) time per every twelve (12) months, use commercially reasonable efforts to obtain from the Lessor and deliver to the Agent a certificate setting forth the name of the tenant thereunder and stating that the Mortgaged Lease is in full force and effect, is unmodified or, if the Mortgaged Lease has been modified, the date of each modification (together with copies of each such modification), that no notice of termination thereof has been served on the Mortgagor, stating that to the best of Lessor's knowledge, no default is existing under the Mortgaged Lease, stating the date to which rent has been paid, and specifying the nature of any defaults, if any, and containing such other statements and representations as may be reasonably requested by the Agent and reasonably acceptable to the Mortgagor.

SECTION 5.2. No Merger; Acquisition; Power of Attorney. So long as any of the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) remain unpaid or unperformed, the fee title to and the leasehold estate in the premises subject to the Mortgaged Lease shall not merge but shall always be kept separate and distinct notwithstanding the union of such estates in the Lessor or the Mortgagor, or in a third party, by purchase or otherwise. If the Mortgagor acquires the fee title or any other estate, title or interest in the property demised by the Mortgaged Lease, or any part thereof, the Lien of this Mortgage shall attach to, cover and be a Lien upon such acquired estate, title or interest and the same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. The Mortgagor agrees to execute all instruments and documents that the Agent may reasonably require to ratify, confirm and further

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evidence the Lien of this Mortgage on the acquired estate, title or interest. Furthermore, the Mortgagor hereby appoints the Agent as its true and lawful attorney-in-fact to execute and deliver, following the occurrence and during the continuance of an Event of Default, all such instruments and documents in the name and on behalf of the Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as any portion of the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) remains unpaid.

SECTION 5.3. New Leases. If the Mortgaged Lease shall be terminated prior to the natural expiration of its term due to default by the Mortgagor or any tenant thereunder, and if, pursuant to the provisions of the Mortgaged Lease, the Agent or its designee shall acquire from the Lessor a new lease of the premises subject to the Mortgaged Lease, the Mortgagor shall have no right, title or interest in or to such new lease or the leasehold estate created thereby, or renewal privileges therein contained.

SECTION 5.4. No Assignment. Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of the Mortgaged Lease within the meaning of any provision thereof prohibiting its assignment and the Agent shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. The Agent shall be liable for the obligations of the tenant arising out of the Mortgaged Lease for only that period of time for which the Agent is in possession of the premises demised thereunder or has acquired, by foreclosure or otherwise, and is holding all of the Mortgagor's right, title and interest therein.

SECTION 5.5. Treatment of Mortgaged Lease in Bankruptcy.

(a) If any Lessor or grantor under the Mortgaged Lease rejects or disaffirms, or seeks or purports to reject or disaffirm, such Mortgaged Lease pursuant to any Bankruptcy Law, then the Mortgagor shall not exercise the 365(h) Election and, to the extent permitted by law, the Mortgagor shall not suffer or permit the termination of the Mortgaged Lease without the Agent's consent. The Mortgagor acknowledges that because the Mortgaged Lease is a primary element of the Agent's security for the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations), it is not anticipated that the Agent would consent to termination of the Mortgaged Lease. If the Mortgagor makes any election under Section 365 of the Bankruptcy Code in violation of this Mortgage, then such 365(h) Election shall be void and of no force or effect.

(b) The Mortgagor hereby assigns to the Agent the 365(h) Election with respect to the Mortgaged Lease until the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) have been satisfied in full. The Mortgagor acknowledges and agrees that the foregoing assignment of the 365(h) Election and related rights is one of the rights that the Agent may use at any time to protect and preserve the Agent's other rights and interests under this Mortgage. The Mortgagor further acknowledges that exercise of any election under Section 365 of the Bankruptcy Code with the effect of terminating the Mortgaged Lease would constitute waste prohibited by this Mortgage.

(c) The Mortgagor acknowledges that if the 365(h) Election is exercised in favor of Mortgagor's remaining in possession under the Mortgaged Lease, then the Mortgagor's

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resulting occupancy rights, as adjusted by the effect of Section 365 of the Bankruptcy Code, shall then be part of the Mortgaged Property and shall be subject to the Lien of this Mortgage.

SECTION 5.6. Rejection of Mortgaged Lease by Landlord. If Lessor rejects or disaffirms the Mortgaged Lease or purports or seeks to reject or disaffirm such Mortgaged Lease pursuant to any Bankruptcy Law, then:

(a) The Mortgagor shall remain in possession of the premises demised under such Mortgaged Lease so rejected or disaffirmed and shall perform all acts necessary for the Mortgagor to remain in such possession for the unexpired term of such Mortgaged Lease, whether the then existing terms and provisions of such Mortgaged Lease require such acts or otherwise; and

(b) All the terms and provisions of this Mortgage and the Lien created by this Mortgage shall remain in full force and effect and shall extend automatically to all of the Mortgagor's rights and remedies arising at any time under, or pursuant to, Section 365(h) of the Bankruptcy Code, including all of the Mortgagor's rights to remain in possession of the leased premises.

SECTION 5.7. Assignment of Claims to Agent. The Mortgagor, promptly upon learning that Lessor has failed to perform the terms and provisions thereunder (including by reason of a rejection or disaffirmance or purported rejection or disaffirmance of such Mortgaged Lease pursuant to any Bankruptcy Law), shall notify the Agent of any such failure to perform. The Mortgagor unconditionally assigns, transfers, and sets over to the Agent any and all damage claims thereunder. This assignment constitutes a present, irrevocable, and unconditional assignment of all damage claims under the Mortgaged Lease, and shall continue in effect until the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) have been satisfied in full. Notwithstanding the foregoing, the Agent grants to the Mortgagor a revocable license to exercise any such Mortgaged Lease damage claims which license may only be revoked by the Agent upon the occurrence and during the continuance of any Event of Default.

ARTICLE VI.

SECTION 6.1 (a) Equal and Ratable Security. This Mortgage and the other Collateral Documents (i) shall secure the 2037 ASC Debenture Obligations to the extent required by Section 3.7 of the ASC Indenture and (ii) shall be construed and enforced accordingly.

(b) **Limitation on Agent's Responsibilities with Respect to 2037 ASC Debentures Holders.** The obligations of the Agent to the 2037 ASC Debentures Holders and the 2037 ASC Debentures Trustee hereunder shall be limited solely to (i) holding the Mortgaged Property for the ratable benefit of the 2037 ASC Debentures Holders and the 2037 ASC Debentures Trustee for so long as (A) any Secured Obligations remain outstanding and (B) any 2037 ASC Debentures Obligations are secured by the Mortgaged Property pursuant to Section 6.1, (ii) subject to the instructions of the Required Lenders, enforcing the rights of the 2037 ASC Debentures Holders in their capacities as secured parties and (iii) distributing any proceeds received by the

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Agent from the sale, collection or realization of the Mortgaged Property to the 2037 ASC Debentures Holders and the 2037 ASC Debentures Trustee in respect of the 2037 ASC Debentures Obligations in accordance with Section 11.3 of the Credit Agreement. Neither the 2037 ASC Debentures Holders nor any 2037 ASC Debentures Trustee shall be entitled to exercise (or direct the Agent to exercise) any rights or remedies hereunder with respect to the 2037 ASC Debentures Obligations, including without limitation the right to receive any payments, enforce the Lien on Mortgaged Property, request any action, institute proceedings, give any instructions, make any election, make collections, sell or otherwise foreclose on any portion of the Mortgaged Property or execute any amendment, supplement, or acknowledgment hereof. This Mortgage shall not create any liability of the Agent or the Secured Parties to any 2037 ASC Debentures Holders or to the 2037 ASC Debentures Trustee by reason of actions taken with respect to the creation, perfection or continuation of the Lien on Mortgaged Property, actions with respect to the occurrence of an Event of Default (under, and as defined in, the Credit Agreement or the ASC Indenture), actions with respect to the foreclosure upon, sale, release, or depreciation of, or failure to realize upon, any of the Mortgaged Property or action with respect to the collection of any claim for all or any part of the 2037 ASC Debentures Obligations, guarantor or any other party or the valuation, use or protection of the Mortgaged Property. By acceptance of the benefits under this Mortgage and the other Financing Agreements, the 2037 ASC Debentures Holders and the 2037 ASC Debentures Trustee will be deemed to have acknowledged and agreed that the provisions of the preceding sentence are intended to induce the Lenders to permit such Persons to be secured parties under this Mortgage and certain of the other Financing Agreements and are being relied upon by the Lenders as consideration therefor.

(c) Notwithstanding anything to the contrary herein, nothing in this Mortgage shall or shall be construed to (i) result in the security interest in the collateral securing the 2037 ASC Debentures Obligations less than equally and ratably with the Secured Obligations pursuant to the 2037 ASC Debentures to the extent required or (ii) modify or affect the rights of the 2037 ASC Debentures Holders to receive the pro rata share specified in Section 3.6 hereof of any proceeds of any collection or sale of Mortgaged Property.

(d) The parties hereto agree that the 2037 ASC Debentures Obligations and the Secured Obligations are, and will be, equally and ratably secured with each other by the Liens on the Mortgaged Property, and that it is their intention to give full effect to the equal and ratable provisions of the 2037 ASC Debentures, as in effect on the date hereof. To the extent that the rights and benefits herein or in any other Collateral Document conferred on the 2037 ASC Debentures Holders shall be held to exceed the rights and benefits required so to be conferred by such provisions, such rights and benefits shall be limited so as to provide such 2037 ASC Debentures Holders only those rights and benefits that are required by such provisions. Any and all rights not herein expressly given to the 2037 ASC Debentures Trustee are expressly reserved to the Agent and the Secured Parties other than the 2037 ASC Debentures Holders.

(e) **Termination.** This Article VI shall cease to apply if and when (i) all of the 2037 ASC Debentures Obligations have been fully satisfied and discharged (including in accordance with Article Ten of the ASC Indenture) or (ii) the ASC Indenture shall have been amended such that the 2037 ASC Debentures Obligations are no longer required to be secured equally and ratably with the Secured Obligations.

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ARTICLE VII.

This Mortgage is subject to the following provisions relating to the particular laws of the state wherein the Mortgaged Property is located:

SECTION 7.1 **Certain Particular Provisions.** The terms and provisions set forth in Appendix A attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix A, the terms and provisions set forth in Appendix A shall govern and control.

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IN WITNESS WHEREOF, Mortgagor has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

MORTGAGOR:

JEWEL FOOD STORES, INC., an Ohio corporation

By: [Signature]
Name: JOEL GUTH
Its: AUTHORIZED SIGNATORY

Property of Cook County Clerk's Office

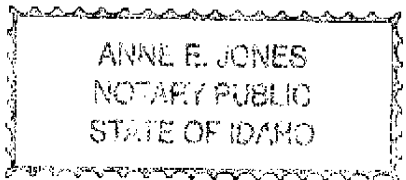
ACKNOWLEDGMENT

STATE OF IDAHO)
) SS
COUNTY OF Ada)

I, Anne E Jones, a Notary Public in and for the said County, in the aforesaid State, DO HEREBY CERTIFY that Joel Guth, personally known to be the Authorized signatory of Jewel Food Stores, Inc., an Ohio corporation, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he/she signed and delivered the said instrument pursuant to authority of said entity as his/her own free and voluntary act, and as the free and voluntary act and deed of said entity for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 3 day of November, 2016.

Anne E Jones
Notary Public



My commission expires:
05/24/2017

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EXHIBIT A

Legal Description

Tax Parcel Number(s): 17-09-301-002-0000; 17-09-301-006-0000; 17-09-301-011-0000; 17-09-501-010-0000; 17-09-501-011-0000

Property Address: 370 N. Desplaines Street, Chicago, IL 60661

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

PARCEL 1:

LOTS 1 TO 11, BOTH INCLUSIVE, IN BLOCK 59 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 12 TO 22, BOTH INCLUSIVE, IN BLOCK 59 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE INTEREST ACCRUING TO SAID LOTS IN AND TO VACATED CARROLL AVENUE SOUTH AND ADJOINING SAID LOTS, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE PROPERTY AND SPACE LYING WITHIN THE VERTICAL PROJECTIONS OF THE BOUNDARIES OF THAT PART OF VACATED WEST CARROLL STREET, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 1 THROUGH 11 IN BLOCK 62 AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 12 THROUGH 22 IN BLOCK 59 OF CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21.5 FEET ABOVE THE HIGHEST RAIL, EXCEPTING THEREFROM THAT PART OF SAID PROPERTY AND SPACE LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 11 IN BLOCK 62 AFORESAID, LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 62, RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 11, A DISTANCE OF 8.04 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 317.51 FEET TO A POINT ON THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 1 IN SAID BLOCK 62 WHICH IS 8.02 FEET NORTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION SAID DISTANCE OF 8.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SAID BLOCK 62, A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE PROPERTY AND SPACE IN THAT PART OF THE SOUTH HALF OF VACATED WEST CARROLL STREET (AS VACATED BY ORDINANCE OF THE CITY OF CHICAGO, ILLINOIS, RECORDED OCTOBER 6, 1914 AS DOCUMENT NUMBER 5507201) LYING NORTH OF AND ADJOINING LOTS 1 THROUGH 11 IN BLOCK 62 OF CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE 21 AND ONE-HALF FEET ABOVE THE HIGHEST RAIL AND LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 IN SAID BLOCK 62, AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 11, A DISTANCE OF 8.04 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 317.51 FEET TO A POINT ON THE NORTHWARD EXTENSION OF THE EAST LINE OF LOT 1 IN SAID BLOCK 62 WHICH IS 8.02 FEET NORTH

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FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG SAID NORTHWARD EXTENSION SAID DISTANCE OF 8.02 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, IN SAID BLOCK 62 A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE PROPERTY AND SPACE IN THAT PART OF LOTS 1 THROUGH 11 IN BLOCK 62 IN CANAL TRUSTEES' SUBDIVISION OF BLOCKS AND LOTS IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 21 AND ONE-HALF FEET ABOVE THE HIGHEST RAIL AND LYING WITHIN THE VERTICAL PROJECTION OF THE BOUNDARIES DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11, A DISTANCE OF 6.96 FEET; THENCE EAST ALONG A STRAIGHT LINE A DISTANCE OF 317.52 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 WHICH IS 6.98 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 6.98 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, AND THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 1 TO 11, BOTH INCLUSIVE, A DISTANCE OF 317.51 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

ALL OF THE EAST-WEST 21.80 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 11, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOTS 12 TO 22, BOTH INCLUSIVE, LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 22, LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 11 TO THE NORTHWEST CORNER OF LOT 12, ALL IN BLOCK 59 IN CANAL TRUSTEES' SUBDIVISION OF LOTS AND BLOCKS IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO ORDINANCE GRANTED AS DOCUMENT 0621518009, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

Those non-exclusive easements appurtenant to the above described land pursuant to Terms, conditions, covenants, restrictions and easements contained in the Reciprocal Easement Agreement dated March 23, 2005 and recorded March 31, 2005 as Document Number 0509033011 made by and between 325 Union, LLC, an Illinois limited liability company and CMC Heartland Partners, a Delaware limited partnership.

First Amendment to Reciprocal Easement Agreement recorded September 17, 2007 as document 0726039092.

Second Amendment to Reciprocal Easement Agreement recorded May 18, 2009 as document 0913803028.

For information purposes only, the land is known as:
370 N. Desplaines Street, Chicago, IL 60661

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APPENDIX A LOCAL LAW PROVISIONS

SECTION A-1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Appendix A and the other terms and conditions of this Mortgage, the terms and conditions of this Appendix A shall control and be binding.

SECTION A-2. Type of Real Estate. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in Section 15-1201 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq., "Foreclosure Act") or residential real estate (as defined in Section 15-1219 of the Foreclosure Act).

SECTION A-3. Interest Rate. To the extent the provisions of the Illinois Interest Act (815 ILCS §205/4(1)) apply, the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures Obligations) constitute business loans which come within the purview of 815 Section 205/4(1)(c), as well as loans secured by a mortgage on real estate which comes within the purview of 815 ILCS 205/4(1)(l).

SECTION A-4. Illinois Mortgage Foreclosure Law.

(a) In the event any provision in this Mortgage shall be inconsistent with any provision of the Foreclosure Act, the provisions of the Foreclosure 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 Foreclosure Act.

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

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

(d) In addition to any provision of this Mortgage authorizing the Agent to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver, Agent shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Foreclosure Act, to be placed in possession of the Mortgaged Property or, at its request, to have a receiver appointed, and such receiver, or Agent, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities and duties, as provided for in Sections 5/15-1701 and 5/15-1703 of the Foreclosure Act.

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(e) MORTGAGOR SHALL NOT AND WILL NOT APPLY FOR OR AVAIL ITSELF OF ANY APPRAISEMENT, VALUATION, STAY, EXTENSION OR EXEMPTION LAWS, OR ANY SO-CALLED "MORATORIUM LAWS," NOW EXISTING OR HEREAFTER ENACTED IN ORDER TO PREVENT OR HINDER THE ENFORCEMENT OR FORECLOSURE OF THIS MORTGAGE, BUT HEREBY WAIVES THE BENEFIT OF SUCH LAWS. MORTGAGOR FOR ITSELF AND ALL WHO MAY CLAIM THROUGH OR UNDER IT WAIVES ANY AND ALL RIGHT TO HAVE THE MORTGAGED PROPERTY AND ESTATES COMPRISING THE PROPERTY MARSHALLED UPON ANY FORECLOSURE OF THE LIEN HEREOF AND AGREES THAT ANY COURT HAVING JURISDICTION TO FORECLOSE SUCH LIEN MAY ORDER THE PROPERTY SOLD AS AN ENTIRETY. IN THE EVENT OF ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE, THE WHOLE OF THE MORTGAGED PROPERTY MAY BE SOLD IN ONE PARCEL AS AN ENTIRETY OR IN SEPARATE LOTS OR PARCELS AT THE SAME OR DIFFERENT TIMES, ALL AS AGENT MAY DETERMINE. AGENT SHALL HAVE THE RIGHT TO BECOME THE PURCHASER AT ANY SALE MADE UNDER OR BY VIRTUE OF THIS MORTGAGE AND AGENT SHALL BE ENTITLED TO CREDIT BID THE INDEBTEDNESS OR ANY PORTION THEREOF IN AGENT'S SOLE DISCRETION.

(f) THE MORTGAGOR, ON ITS OWN BEHALF AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE MORTGAGED PROPERTY SUBSEQUENT TO THE DATE OF THIS MORTGAGE, HEREBY IRREVOCABLY WAIVES PURSUANT TO 735 ILCS 5/15-1601 OF THE FORECLOSURE ACT ANY AND ALL RIGHTS OF REINSTATEMENT (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REINSTATEMENT PROVIDED FOR IN 735 ILCS 5/15 1602) AND REDEMPTION FROM SALE OR FROM OR UNDER ANY ORDER, JUDGMENT OR DECREE OF FORECLOSURE OF THIS MORTGAGE (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF REDEMPTION PROVIDED FOR IN 735 ILCS 5/15 1603) OR UNDER ANY POWER CONTAINED HEREIN OR UNDER ANY SALE PURSUANT TO ANY STATUTE, ORDER, DECREE OR JUDGMENT OF ANY COURT.

SECTION A-5. Insurance Disclosure. The following notice is provided pursuant to paragraph (3) of 815 ILCS 180/10: Unless the Mortgagor provides evidence of the insurance coverage required by the Credit Agreement (and, to the extent applicable pursuant to Section 6.1 of this Mortgage, the ASC Indenture) or the Financing Agreements, the Agent may purchase such insurance at the Mortgagor's expense to protect the Agent's interests in the Mortgagor's collateral. This insurance may, but need not, protect the Mortgagor's interests. The coverage that the Agent purchases may not pay any claim that the Mortgagor may make or any claim that is made against the Mortgagor in connection with the collateral. The Mortgagor may later cancel any insurance purchased by the Agent, but only after providing evidence that the Mortgagor has obtained insurance as required by the Credit Agreement (and, to the extent applicable pursuant to Section 6.1 of this Mortgage, the ASC Indenture) or the Financing Agreements. If the Agent purchases insurance for the collateral, the Mortgagor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges that the Agent may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Obligations (and, to the extent provided in Section 6.1 of this Mortgage, the 2037 ASC Debentures

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Obligations) of the Mortgagor. The costs of the insurance may be more than the cost of insurance that the Mortgagor may be able to obtain on the Mortgagor's own.

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