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Property Address(es): 7450 N. McCormack
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11808103 2 of 2



Doc# 1904218194 Fee \$112.00

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

made by

FEDERAL-MOGUL MOTORPARTS LLC,
as Mortgagor,

to

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Trustee, Mortgagee

Dated as of January 29, 2019

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

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

THIS AMENDED AND RESTATED MORTGAGE ASSIGNMENT OF LEASES, RENTS, AND REVENUES AND FIXTURE FILING (this "**Mortgage**") is dated as of January 29, 2019 and is made by **FEDERAL-MOGUL MOTORPARTS LLC**, a Delaware limited liability company, having an address at c/o Tenneco Inc. 500 North Field Drive, Lake Forest, IL 60045 (the "**Mortgagor**"), to **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as Collateral Trustee (in such capacity, the "**Collateral Trustee**") for the benefit of the Secured Parties (defined below), as mortgagee, assignee and secured party (in such capacities and, together with its successors and assigns in such capacities, "**Mortgagee**"), having an address at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402.

WITNESSETH:

Recitals

WHEREAS, this Mortgage amends and restates that certain Mortgage, Assignment of Leases, Rents and Revenues and Fixture Filing dated as of September 27, 2017 recorded on October 4, 2017 as document number 1727715060, as assigned pursuant to that Assignment of Mortgage, Assignment of Leases, Rents and Revenues and Fixture Filing from Citibank, N.A. to Bank of America, N.A. dated April 6, 2018 and recorded on April 11, 2018 as document number 1810117025 as further assigned by that certain Assignment of Mortgage, Assignment of Leases, Rents and Revenues and Fixture Filing from Bank of America, N.A. to Wilmington Trust, National Association dated October 1, 2018 and recorded on October 2, 2018 as document number 1827518035 recorded in Cook County, Illinois (collectively, the "**Existing Mortgage**").

WHEREAS, reference is made to that certain Credit Agreement, dated as of October 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among Tenneco Inc., a Delaware corporation (the "**Company**"), Tenneco Automotive Operating Company Inc., a Delaware corporation and a Subsidiary of the Company, any other Subsidiary Borrowers (as defined in the Credit Agreement) from time to time parties thereto, the Lenders (as defined in the Credit Agreement), and JPMorgan Chase Bank, N.A., as Administrative Agent (the "**Administrative Agent**").

WHEREAS, reference is made to that certain (i) Indenture dated as of June 29, 2017 (as amended, restated, supplemented or otherwise modified), among Federal-Mogul LLC, a Delaware limited liability company (the "**Fed-Mo**"), Federal-Mogul Financing Corporation, a Delaware corporation, the guarantors named therein, The Bank of New York Mellon, London Branch, and The Bank of New York Mellon SA/NV, Luxembourg Branch (the "**Fed-Mo June 2017 Indenture**") and (ii) Indenture dated as of March 30, 2017 (as amended,

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restated, supplemented or otherwise modified), among Fed-Mo, Federal-Mogul Financing Corporation, the guarantors named therein, Wilmington Trust, National Association, The Bank of New York Mellon, London Branch, and The Bank of New York Mellon (Luxembourg) S.A, (the “**Fed-Mo March 2017 Indenture**”, and together with the Fed-Mo June 2017 Indenture, the “**Indentures**”);

WHEREAS, pursuant to the Indentures, Fed-Mo has issued 4.875% Senior Secured Notes due 2022, 5.000% Senior Secured Notes due 2024 and Floating Rate Senior Secured Notes due 2024, in each case, existing on the Closing Date (the “**Notes**”);

WHEREAS, reference is made (I) to that certain Amended and Restated Collateral Trust Agreement, dated as of April 15, 2014 (as amended, supplemented or otherwise modified from time to time (including pursuant to those certain Collateral Trust Joinders (as defined below) and the Collateral Trustee Resignation and Appointment Agreements (as defined below)), the “**Collateral Trust Agreement**”), among the Company, Fed-Mo, the other Subsidiaries of the Company party thereto, the Collateral Trustee and each of JPMorgan Chase Bank, N.A. and the Existing Notes Trustees as First Priority Representatives (as therein defined) and (II) to that certain Pari Passu Intercreditor Agreement, dated as of March 30, 2017 (as amended, supplemented or otherwise modified from time to time (including pursuant to the Joinders to Pari Passu Intercreditor Agreement (as defined below)), the “**Pari Passu Intercreditor Agreement**”), among the Existing Notes Trustees and JPMorgan Chase Bank, N.A. (each as an Authorized Representative, as therein defined), the Collateral Trustee, and acknowledged and agreed to by the Company and the Guarantors party thereto.

A. WHEREAS, reference is made (I) to that certain Collateral Trust Joinder, dated as of March 30, 2017, among Citibank, N.A., as Collateral Trustee (the “**Initial Collateral Trustee**”) and Wilmington Trust, National Association, as trustee under the Fed-Mo March 2017 Indenture (the “**March 2017 Notes Trustee**”) (such joinder, the “**March 2017 Notes Collateral Trust Joinder**”), pursuant to which the March 2017 Notes Trustee became a party to the Collateral Trust Agreement as a First Priority Representative (as therein defined), (II) to that certain Collateral Trust Joinder, dated as of June 29, 2017, among the initial Collateral Trustee and The Bank of New York Mellon, London Branch, as trustee under the Fed-Mo June 2017 Indenture (the “**June 2017 Notes Trustee**” and, together with the March 2017 Notes Trustee, the “**Existing Notes Trustees**”) (such joinder, the “**June 2017 Notes Collateral Trust Joinder**”), pursuant to which the June 2017 Notes Trustee became a party to the Collateral Trust Agreement as a First Priority Representative (as therein defined) and (II) to that certain Collateral Trustee Resignation and Appointment, Joinder, Assumption and Designation Agreement, dated as of October 1, 2018, among the Collateral Trustee, JPMorgan Chase Bank, N.A., as Administrative Agent under the Credit Agreement and other parties thereto (such joinder, the “**Credit Facility Collateral Trust Joinder**” and together with the March 2017 Notes Collateral

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Trust Joinder and the June 2017 Notes Collateral Trust Joinder, the “**Collateral Trust Joinders**”), pursuant to which the Administrative Agent became a party to the Collateral Trust Agreement as a First Priority Representative (as therein defined).

WHEREAS, reference is made (I) to that certain Collateral Trustee Resignation and Appointment Agreement, dated as of February 23, 2018, entered into by and among Bank of America, N.A. (“**BANA**”), Citibank, N.A. (“**Citibank**”), each Existing Notes Trustee, in its capacity as a PP&E First Lien Agent (as defined in the Collateral Trust Agreement) and the other parties thereto, pursuant to which BANA replaced Citibank as successor Collateral Trustee under the Collateral Trust Agreement and under each other Collateral Trust Security Document (as defined in the Collateral Trust Agreement) (the “**Prior Collateral Trustee Resignation and Appointment Agreement**”) and (II) to that certain Collateral Trustee Resignation and Appointment, Joinder, Assumption and Designation Agreement, dated as of October 1, 2018, entered into by and among Collateral Trustee, BANA, each Existing Notes Trustee, in its capacity as a PP&E First Lien Agent, the Administrative Agent and the other parties thereto, pursuant to which Collateral Trustee replaced BANA as successor Collateral Trustee under the Collateral Trust Agreement and under each other Collateral Trust Security Document (as defined in the Collateral Trust Agreement) (the “**New Collateral Trustee Resignation and Appointment Agreement**”) and, together with the Prior Collateral Trustee Resignation and Appointment Agreement, the “**Collateral Trustee Resignation and Appointment Agreements**”).

WHEREAS, reference is made (I) to that certain Joinder No. 1, dated as of June 29, 2017, to the Pari Passu Intercreditor Agreement, among the Initial Collateral Trustee, Credit Suisse AG, Cayman Islands Branch and each Existing Notes Trustee (“**Joinder No. 1 to Pari Passu Intercreditor Agreement**”), pursuant to which the June 2017 Notes Trustee became a party to the Pari Passu Intercreditor Agreement (as an Additional Senior Class Debt Representative, as therein defined) and (II) to that certain Joinder No. 2, dated as of October 1, 2018, to the Pari Passu Intercreditor Agreement, among the Collateral Trustee, each Existing Notes Trustee and the Administrative Agent (“**Joinder No. 2 to Pari Passu Intercreditor Agreement**”) and, together with Joinder No. 1 to Pari Passu Intercreditor Agreement, the “**Joinders to Pari Passu Intercreditor Agreement**”), pursuant to which the Administrative Agent shall become a party to the Pari Passu Intercreditor Agreement (as an Additional Senior Class Debt Representative, as therein defined).

WHEREAS, pursuant to that certain Collateral Agreement dated as of October 1, 2018 (the “**Collateral Agreement**”) among the Company, the Mortgagor and the certain other subsidiaries of the Company as signatories thereto (together with the Company, the “**Grantors**”), and Mortgagee, not individually but solely as Collateral Trustee, Grantors have granted to Mortgagee, for the benefit of the Secured Parties, the security interests described therein in order to secure the Secured Obligations (as defined below);

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WHEREAS, Mortgagor and Mortgagee have agreed to amend and restate the Existing Mortgage to, among other things, give notice of the Credit Agreement and the Indentures and to confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified herein.

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

Granting Clauses

MORTGAGOR, UPON THE TERMS AND CONDITIONS SET FORTH HEREIN, HEREBY IRREVOCABLY AND UNCONDITIONALLY MORTGAGES, WARRANTS, GRANTS, BARGAINS, SELLS, PLEDGES, CONVEYS, TRANSFERS, DEEDS AND ASSIGNS unto Mortgagee, its successors and assigns, with power of sale and right of entry and possession, and grants a continuing security interest to Mortgagee, for the benefit of the Secured Parties, first priority security interests as security to secure the Secured Obligations; in each case in all right, title and interest of such Mortgagor in all of the following property (such property being referred to collectively herein as the "**Mortgaged Property**"):

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

(b) all right, title and interest of Mortgagor in and to all machinery, apparatus, equipment, materials, fittings, fixtures, chattels, and all other real property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now or hereafter owned by Mortgagor or in which Mortgagor has or shall acquire an interest (to the extent of such interest), and now or hereafter located on, attached to or contained in or used in connection with the Land or the Improvements, or placed on any part thereof though not attached thereto, including all indoor and outdoor furniture, landscaping, indoor plants, tools, screens, awnings, shades, blinds, curtains, draperies, partitions,

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carpets, rugs, furniture and furnishings, heating, lighting, plumbing, water heating, cooking, monitoring, ventilating, air conditioning, refrigerating, sanitation, waste removal, incinerating or compacting plants, systems, fixtures and equipment, elevators, escalators, stoves, ranges, vacuum systems, window washing and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, alarms, telecommunications, entertainment, recreational or security systems and equipment, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, and appliances, in each case to the extent a lien is perfected thereon by a fixture filing (collectively, “**Equipment**”);

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

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

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

This Mortgage amends and restates the Existing Mortgage. The obligations of Mortgagor under the Existing Mortgage and the grant of security

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interest in the Mortgaged Property by Mortgagor under the Existing Mortgage shall continue under this Mortgage, and shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Mortgage. All references to the Mortgage in any Specified Agreement shall be deemed to refer to this Mortgage and the provisions hereof. For the avoidance of doubt, all security interests in the Mortgaged Property granted with respect to the Existing Mortgage will be deemed granted with respect to this Mortgage at the same time and in the same manner as they were granted under the Existing Mortgage, and nothing in this Mortgage shall be construed to impair any previous grant of such security interests in the Mortgaged Property.

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

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

ARTICLE 1

DEFINITIONS

Section 1.01. *Definitions.* Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement. As used in this Mortgage the following terms have the following respective meanings:

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

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

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

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

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

“**Default Rate**” shall mean the rate of interest set forth in the applicable Specified Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Secured Obligations” shall mean collectively, Existing Indenture Secured Obligations (as defined in the Collateral Agreement) and the Credit Facility Secured Obligations (as defined in the Collateral Agreement).

“Secured Parties” shall mean collectively, the Credit Facility Secured Parties (as defined in the Collateral Agreement) and the Existing Indenture Secured Parties (as defined in the Collateral Agreement).

“Specified Agreements” shall mean, collectively, the Credit Agreement, the Indentures, the Loan Documents, the Security Documents (as defined in the Collateral Agreement), the Collateral Trust Agreement, the Existing Notes Collateral Agreements (as defined in the Collateral Agreement), the Pari Passu Intercreditor Agreement and any other document executed in connection with the Indentures or Collateral Trust Agreement.

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

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

“UCC” shall mean the Uniform Commercial Code as enacted in the State where the Mortgaged Property is located, provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection or the priority of any lien in any Mortgaged Property is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State in which the Mortgaged Property is located, “Uniform Commercial Code” means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority

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

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(b) Where the context requires, terms relating to the Mortgaged Property or any part thereof, when used in relation to Mortgagor, shall refer to Mortgagor’s Mortgaged Property or the relevant part thereof.

ARTICLE 2 COVENANTS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 FORECLOSURE

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

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(a) to institute an action to foreclose its interest under the Lien of this Mortgage against the Mortgaged Property in accordance with the provisions of applicable law by judicial foreclosure sale in one proceeding or against portions of the Mortgaged Property in a series of separate proceedings, and to have the same sold under the judgment or decree of a court of competent jurisdiction or proceed to take any of such actions in accordance state law;

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

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

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

(c) Mortgagee may exercise any or all of the remedies granted to a secured party under the UCC; and/or

(d) To take such other action at law or in equity or otherwise for the enforcement of this Mortgage and the realization on the security or any other security herein or elsewhere provided for, in such manner and at such times to the fullest extent permitted by applicable law, and may proceed therein to the extent permitted, and subject to the limitations imposed by law, to final judgment and execution for all sums payable by Mortgagor in accordance with the provisions of the Specified Agreements, and all sums which may have been advanced by Mortgagee in accordance with the provisions of this Mortgage, for Taxes and Other Charges, water or sewer rents, charges or claims, payment on prior liens, insurance or repairs to the Mortgaged Property, all costs of suit, together with interest thereon at such interest rate as may be awarded in any judgment obtained by Mortgagee, as the case may be, from and after the date of any foreclosure sale until actual payment is made to Mortgagee of the full amount due Mortgagee, and attorneys' fees through and including all appellate levels or incurred in or in

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connection with any bankruptcy proceeding involving Mortgagor or any other person or entity.

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

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

Section 3.03. *Recovery of Advances.* To the fullest extent permitted by applicable law and if an Applicable Notice of Event of Default is in effect, Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage and/or any Specified Agreement as they become due, without regard to whether any other Secured Obligations shall be due, and, subject to the limitations imposed by law, without prejudice to the right of Mortgagee thereafter to commence an action of foreclosure, a trustee's sale or any other action, for any event of default by Mortgagor existing at the time the earlier action was commenced.

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

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

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

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

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purchased, free of the Lien of this Mortgage and free of all rights of redemption in Mortgagor.

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

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

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

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

ARTICLE 4

APPOINTMENT OF RECEIVER

If an Applicable Notice of Event of Default is in effect, Mortgagee shall, to the fullest extent permitted by applicable law, as a matter of right, be entitled to the appointment of a receiver for all or any part of the Mortgaged Property, whether such receivership be incidental to a proposed sale of the Mortgaged

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Property or otherwise, and Mortgagor hereby consents to the appointment of such a receiver and will not oppose any such appointment.

ARTICLE 5

POSSESSION, MANAGEMENT AND INCOME UPON DEFAULT

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

(a) Mortgagee, with such notice, if any, to Mortgagor as required by law or as Mortgagee considers reasonable and appropriate in the circumstances, and subject to the rights of Tenants and the other parties to any Operating Agreements and to the fullest extent permitted by applicable law and subject to the rights, powers, immunities and duties available under applicable law, may immediately enter upon and take possession of the Premises by self-help, summary proceedings, ejectment or otherwise, and may remove Mortgagor and all other Persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto. Mortgagee shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except (a) for its gross negligence or willful misconduct or (b) to the extent required by applicable law, and except that any amounts so received by Mortgagee shall be applied as set forth in Section 3.11 of this Mortgage; and

(b) upon every taking of possession pursuant to this Section, Mortgagee may (but shall have no obligation to), from time to time, at the expense of Mortgagor and such expenses to constitute part of the Secured Obligations, make all such expenditures for maintenance, insurance, repairs, replacements, alterations, additions and improvements to and of the Premises, as, in the judgment of the Mortgagee, it may deem proper. In such case, Mortgagee, to the fullest extent permitted by applicable law, shall have the right (but not the obligation) to manage, control, use, operate, store, lease or otherwise deal with the Mortgaged Property and to carry on the business and exercise all the rights and powers of Mortgagor relating thereto, as shall, in the judgment of Mortgagee, be deemed best, including the right to enter into any and all such agreements with respect to the management, cleaning, control, use, operation, storage, leasing of or otherwise dealing with the Mortgaged Property, or any part thereof, as may, in the judgment of the Mortgagee, be deemed best; and, to the fullest extent permitted by applicable law, Mortgagee shall be entitled to collect and receive all tolls, rents, revenues, issues, income, products and profits of the Mortgaged Property and every part thereof. Such tolls, rents, revenues, issues, income, products and profits shall be applied in accordance with Section 3.11 of this Mortgage.

ARTICLE 6

RIGHT OF MORTGAGEE TO PERFORM MORTGAGOR'S COVENANTS

If an Applicable Notice of Event of Default is in effect, and Mortgagor shall fail to make any payment or perform any act required to be made or

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

ARTICLE 7

REMEDIES CUMULATIVE

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

ARTICLE 8

GOVERNING LAW

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

ARTICLE 9

NO WAIVER

No failure by Mortgagee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Mortgage, which shall continue in

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full force and effect, or shall affect or alter the rights of Mortgagee with respect to any other then-existing or subsequent breach. Neither Mortgagor nor any other Person now or hereafter obligated to pay all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor, or of any other Person so obligated, to take action to foreclose on this Mortgage or otherwise to enforce any provisions of this Mortgage or any other Specified Agreement or by reason of the release, regardless of consideration, of all or any part of the security held for the Secured Obligations secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of any of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of this Mortgage or the Secured Obligations without first having obtained the consent of Mortgagor or such other Persons.

ARTICLE 10 FIXTURE FILING

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

(a) Name and Address of the debtor: FEDERAL-MOGUL MOTORPARTS LLC, a Delaware limited liability company, having an address at c/o Tenneco Inc. 500 North Field Drive, Lake Forest, IL 60045.

(b) Name and Address of the secured party: Wilmington Trust, National Association, having an address at 50 South Sixth Street, Suite 1290, Minneapolis, Minnesota 55402.

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

(d) The name of the record owner of the real estate on which such fixtures are or are to be located is FEDERAL-MOGUL MOTORPARTS LLC.

ARTICLE 11 EXPENSES OF MORTGAGEE

Section 11.01. *Expenses of Defending the Mortgage.* If any action, suit or other proceeding affecting the Mortgaged Property or any part thereof shall be commenced in which action, suit or proceeding Mortgagee is made a party or participates or in which the right to use the Mortgaged Property or any part thereof is threatened, or in which it becomes necessary in the judgment of Mortgagee to defend or uphold the interest of Mortgagee under this Mortgage

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

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

ARTICLE 12 . MISCELLANEOUS

Section 12.01. *Miscellaneous.* (a) This Mortgage may be amended only by an instrument in writing signed by the party against which enforcement is sought. This Mortgage shall be binding upon each of Mortgagor, Trustee and Mortgagee and their respective successors and permitted assigns and all Persons claiming under or through Mortgagor or Mortgagee or any such successors or permitted assigns, and shall inure to the benefit of and be enforceable by Mortgagor and Mortgagee and their respective successors and permitted assigns. This Mortgage may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. It is the intention and agreement of Mortgagor and Mortgagee there shall be no merger of this Mortgage and any estate in the Premises, by reason of the fact that the same Person may own or hold the Premises and/or this Mortgage.

(b) (i) Mortgagor, to induce Mortgagee to consummate the transactions contemplated by the Specified Agreements, and in order to continue to secure the full and timely payment and timely performance of the Secured Obligations, hereby confirms and restates: (i) the conveyance pursuant to the Existing Mortgage to Mortgagee of the Mortgaged Property, (ii) the grant pursuant to the Existing Mortgage to Mortgagee of a lien and a security interest in the Mortgaged Property, (iii) the assurance that the Existing Mortgage, as amended and restated by this Mortgage, secures the Secured Obligations (as defined therein) and (iv)

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the assurance that this Mortgage secures the Secured Obligations as modified pursuant to the Specified Agreements. Nothing contained in this Mortgage shall be construed as (i) a novation of the Secured Obligations (as defined in the Existing Mortgage) or (ii) a release or waiver of all of any portion of the conveyance to Mortgagee of the Mortgaged Property or the grant to Mortgagee of lien and a security interest in the Mortgaged Property pursuant to the Existing Mortgage.

(ii) This Mortgage amends and restates in its entirety the Existing Mortgage.

(c) Except as, and to the extent, specifically modified or amended by this Mortgage, the Existing Mortgage is and remains in full force and effect according to the terms thereof. If it is determined that any person or entity except Mortgagee has a lien, encumbrance, or claim of any type with priority over any term of this Mortgage, the original terms of the Specified Agreements and Existing Mortgage shall be severable from this Mortgage and separately enforceable from the terms thereof (as modified hereby) in accordance with their original terms, and Mortgagee shall continue to hold the benefit of all legal or equitable priorities that existed before the date hereof. Any legal or equitable priorities of Mortgagee over any party that existed before the date hereof shall remain in effect after the date hereof.

ARTICLE 13

ASSIGNMENT OF RENTS AND MORTGAGOR'S INTEREST IN LEASES

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

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

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

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

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

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

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

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

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

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

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

(D) the full power and authority, in the name of Mortgagor or otherwise, to enforce, collect, receive and make receipt for any and all of the foregoing and to do any and all other

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acts and things whatsoever that Mortgagor is or may be entitled to do under any Lease, Operating Agreement or Tenant Guaranty.

Section 13.02. *Application of Proceeds.* All Proceeds of the Lease Collateral received by the Mortgagee hereunder while an Applicable Notice of Event of Default is in effect shall be held and applied in accordance with Section 3.11 of this Mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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this Mortgage, under the Leases, the Operating Agreements or the Tenant Guaranties.

Section 13.06. *Rights, Powers and Privileges of Mortgagee Irrevocable.* During the term hereof, all rights, powers and privileges of Mortgagee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof. To the fullest extent permitted by applicable law, Mortgagor hereby waives any requirement that Mortgagee commence any foreclosure proceeding with respect to any or all of the Mortgaged Property or to any or all of the other properties and collateral securing payment of the Secured Obligations prior to enforcement of any remedies pursuant to this Section, including the right to commence and prosecute an action to appoint a receiver for rents and all other amounts due under any Leases, Operating Agreements or Tenant Guaranties. Mortgagor will, from time to time, upon request of Mortgagee, at Mortgagor's sole cost and expense, execute all instruments and further assurances and all supplemental instruments and take all such action as Mortgagee from time to time may reasonably request in order to perfect, preserve and protect the interests intended to be assigned to Mortgagee hereby or to enable Mortgagee to exercise or enforce its rights hereunder.

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

Section 13.08. *Termination of Assignment.* Mortgagee's security interest in the Lease Collateral shall terminate as provided in Article 19.

Section 13.09. *Mortgagee Not Obligated Under Lease, Operating Agreement or Tenant Guaranty.* This Section shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any Lease, Operating Agreement or Tenant Guaranty or otherwise impose any obligation upon Mortgagee. Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from Mortgagee's failure to let the Premises or from any other act or omission of Mortgagee in managing the Premises while an Applicable Notice of Event of Default is in effect, unless such loss is caused by the gross negligence or willful misconduct of Mortgagee. This Section shall not operate to place any obligation or liability for the control or repair of the Premises upon Mortgagee, nor for the carrying out of any of the terms and conditions of the Leases or any Tenant Guaranty; nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Premises, or for any negligence by any Person other than Mortgagee in the management, upkeep,

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repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing in this Section shall be construed as constituting Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Mortgagee.

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

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

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

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

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

ARTICLE 14

STATE SPECIFIC PROVISIONS

Section 14.01. Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

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(a) In the event any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with the Act.

(b) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof.

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

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

(e) All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act herein below referred to:

(i) all advances by Mortgagee in accordance with the terms of the Mortgage to: (i) preserve, maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (ii) preserve the lien of the Mortgage or the priority thereof; or (iii) enforce the Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

(ii) payments by Mortgagee of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrances; (ii) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof; (iii) other obligations authorized by the Mortgage; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 5/15-1505 of the Act;

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

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

(v) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearings as referred to in Section 5/15-1508(b)(1) of the Act;

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

(f) All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the applicable Specified Agreement.

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

Section 14.02. Maximum Indebtedness. This Mortgage secures payment of such additional sums with interest thereon which may hereafter be loaned to Mortgagor by Mortgagee or advanced under the any of the Specified Agreements securing or evidencing the Secured Obligations, even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the applicable Specified Agreement (provided, however, that the indebtedness secured hereby shall in no event exceed an amount equal to \$7,000,000,000.00) (the "Maximum Principal Amount").

Section 14.03. Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act (815 ILCS 180/1 et seq.), Mortgagor is hereby notified that:

"UNLESS MORTGAGOR PROVIDES MORTGAGEE WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, MORTGAGEE MAY PURCHASE INSURANCE AT MORTGAGEE'S EXPENSE TO PROTECT MORTGAGEE'S INTERESTS IN THE MORTGAGED PROPERTY, WHICH

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INSURANCE MAY, BUT NEED NOT, PROTECT THE INTERESTS OF MORTGAGOR. THE COVERAGE PURCHASED BY MORTGAGEE MAY NOT PAY ANY CLAIM MADE BY MORTGAGOR OR ANY CLAIM MADE AGAINST MORTGAGOR IN CONNECTION WITH THE MORTGAGED PROPERTY. MORTGAGOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY MORTGAGEE, BUT ONLY AFTER PROVIDING MORTGAGEE WITH EVIDENCE THAT MORTGAGOR HAS OBTAINED THE INSURANCE AS REQUIRED HEREUNDER. IF MORTGAGEE PURCHASES INSURANCE, MORTGAGOR WILL BE RESPONSIBLE FOR THE COSTS OF SUCH INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES IMPOSED 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 TOTAL OBLIGATION SECURED HEREBY. THE COSTS OF SUCH INSURANCE MAY BE GREATER THAN THE COST OF INSURANCE MORTGAGOR MAY BE ABLE TO OBTAIN FOR ITSELF."

Section 14.04. : Revolving Credit. In the event that this Mortgage secures a revolving credit arrangement within the meaning of 815 ILCS 205/4.1 and 205 ILCS 5/5d, this Mortgage shall secure not only the existing indebtedness, but also such future advances (including, without limitation, advances made pursuant to 735 ILCS 5/15-1302(b)(3)), whether they are obligatory or to be made at the option of the Mortgagee or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no indebtedness outstanding at the time any advance is made. The lien of such mortgage or deed of trust, as to third persons without actual notice thereof, shall be valid as to all such indebtedness and future advances from the time said mortgage or deed of trust is filed for record in the office of the Recorder of Deeds or the Registrar of Titles of the county where the real property described therein is located. The total amount of indebtedness that is secured hereby 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. Any such mortgage or deed of trust shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, except taxes and assessments levied on said real property.

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ARTICLE 15

NOTICES

Section 15.01. *Notices and Amendments.* (a) All notices, requests and demands to or upon Mortgagee or Mortgagor hereunder shall be effected in the manner provided for in Section 6.01 of the Collateral Trust Agreement.

(b) None of the terms or provisions of this Mortgage may be waived, amended, supplemented or otherwise modified except by an instrument in writing executed by Mortgagor and by Mortgagee (pursuant to instructions given in accordance with the Collateral Trust Agreement).

ARTICLE 16

WAIVER OF JURY TRIAL; WAIVER OF CLAIMS

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

Section 16.02. *Submission to Jurisdiction; Waivers.* Section 7.09 of the Collateral Agreement are hereby incorporated *mutatis mutandis* to the extent applicable.

ARTICLE 17

SEVERABILITY

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

ARTICLE 18

LAST DOLLARS SECURED

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

ARTICLE 19

RELEASES OR RECONVEYANCES

Section 19.01. *Releases or Reconveyances.* Section 7.12 of the Collateral Agreement is hereby incorporated *mutatis mutandis* to the extent applicable.

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ARTICLE 20 FURTHER ASSURANCES

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

ARTICLE 21 SECURITY INTERESTS

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

Section 21.02. *Ranking of Security Interests; Intercreditor Agreement.* (a) Notwithstanding anything herein to the contrary, the liens and security interests granted pursuant to this Mortgage and the exercise of any right or remedy with respect thereto are subject to the provisions of the Pari Passu Intercreditor Agreement and the Collateral Trust Agreement. In the event of any conflict or inconsistency between the provisions of the Pari Passu Intercreditor Agreement and this Mortgage, the provisions of the Pari Passu Intercreditor Agreement shall control, and between the Collateral Trust Agreement and this Mortgage, the provisions of the Collateral Trust Agreement shall control.

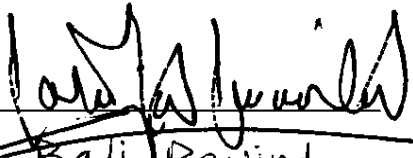
(b) Mortgagor and the Credit Facility Secured Parties acknowledge that when acting hereunder, including without limitation, when exercising any discretion or right to direct the Collateral Trustee, the Administrative Agent shall be entitled to all of the rights, privileges, protections, immunities and benefits given to the Administrative Agent under the Credit Agreement, including without limitation, its right to be indemnified.

[Signature Page to Follow]

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

MORTGAGOR: FEDERAL-MOGUL MOTORPARTS
LLC, a Delaware limited liability
company

By: 
Name: Bali Ravindran
Title: Vice President

MORTGAGEE: WILMINGTON TRUST,
NATIONAL ASSOCIATION, as
Collateral Trustee

By: _____
Name:
Title:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

MORTGAGOR: FEDERAL-MOGUL MOTORPARTS
LLC, a Delaware limited liability
company

By: _____

Name:

Title:

MORTGAGEE: WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Trustee

By: 

Name: Sarah K. Vilhauer

Title: Banking Officer

Property of Cook County Clerk's Office

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STATE OF MICHIGAN)
) SS:
 COUNTY OF OAKLAND)

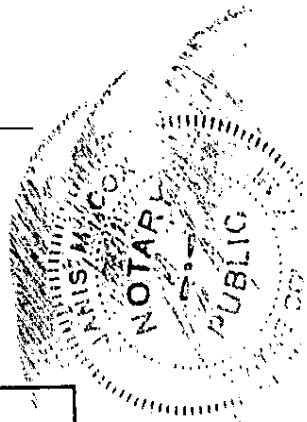
I, Janis M. Cox, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Bali Ravindran, personally known to be to be a Vice President of FEDERAL-MOGUL MOTORPARTS LLC, a Delaware limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such he signed and delivered the said instrument pursuant to authority of said limited liability company as his/her free and voluntary act, and as the free and voluntary act and deed of said limited liability company as a Vice President of FEDERAL-MOGUL MOTORPARTS LLC, a Delaware limited liability company, for the uses and purposes therein set forth.

WITNESS MY HAND and notary seal this 17th day of January, 2019.

Janis M Cox

NOTARY PUBLIC

My commission expires: 6/18/2024



<p>Janis M Cox Notary Public - State of Michigan County of Wayne My Commission Expires June 18, 2024 Acting in the County of: <i>Oakland</i></p>
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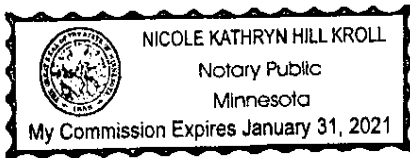
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STATE OF MINNESOTA)
) ss.
 COUNTY OF HENNEPIN)

I, Nicole Kathryn Hill Kroll, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Sarah K. Vilhauer, personally known to be to be a Banking Officer of WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association 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 Banking Officer she signed and delivered the said instrument pursuant to authority of said bank as her free and voluntary act, and as the free and voluntary act and deed of said bank, as the Banking Officer of WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association, for the uses and purposes therein set forth.

WITNESS MY HAND and Notary seal this 24th day of January, 2019.

NK _____



NOTARY PUBLIC

My commission expires: 1/31/2021

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EXHIBIT A Description of Land

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

Address: 7450 N McCormack Blvd, Skokie, IL

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

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS