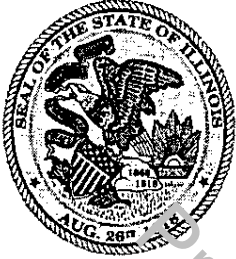


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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 1915013058 Fee \$88.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/30/2019 11:47 AM PG: 1 OF 18

The property identified as: PIN: 24-20-301-026-0000

Address:

Street: 11800 SOUTH AUSTIN AVENUE

Street line 2:

City: ALSIP

State: IL

ZIP Code: 60658

Lender: GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

Borrower: CICF I - IL1MO4, LLC

Loan / Mortgage Amount: \$6,200,000.00

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.

Y
P 18
S 2
M N
SC Y
E N
INT e

Certificate number: 25A3D70E-A8C3-40A4-9658-6E23297ECEB7

Execution date: 5/24/2019

18

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**This instrument prepared by and upon
recordation should be returned to:**

David A. Ebby, Esq.
Drinker Biddle & Reath LLP
One Logan Square, Suite 2000
Philadelphia, PA 19103

GWL Loan: 153969

Permanent Index Numbers: 24-20-301-026-0000 and
24-29-101-009-0000

Common Address: 11300 S. Austin Ave, Alsip, IL 60658

SPACE ABOVE FOR RECORDER'S USE

Loan Amount: \$6,200,000.00

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

**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE
FILING**

CICF I - IL1M04, LLC, as mortgagor

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, as mortgagee

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MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (this "Mortgage") is made as of the 24 day of May, 2019 by CICF I - IL1M04, LLC, a Delaware limited liability company having an office at c/o Cabot Properties, One Beacon Street, Suite 2800, Boston, MA 02108 ("Mortgagor") in favor of **GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY**, a Colorado corporation, with an office at 8515 East Orchard Road, 3T2, Greenwood Village, CO 80111, Attention: Mortgage Investments, and its successors and assigns ("Mortgagee").

WITNESSETH:

As evidenced by a mortgage note dated March 23, 2016 in the original principal amount of Six Million Two Hundred Thousand Dollars (\$6,200,000.00) executed by CICF I – GA1M01, LLC, a Delaware limited liability company ("GA Borrower") in favor of Mortgagee, as assigned by GA Borrower and assumed by Mortgagor pursuant to a First Amendment to and Assumption of Loan Agreement of even date herewith (the "First Amendment") by and among Mortgagor, Mortgagee, GA Borrower and certain affiliates of Mortgagor (as more particularly described therein) (such mortgage note as the same may be amended, modified or restated from time to time, and any replacement or successor note or notes, the "Note"), Mortgagor is indebted to Mortgagee in the principal amount of Six Million Two Hundred Thousand Dollars (\$6,200,000.00), with interest thereon at the rate and times, in the manner and according to the terms and conditions of the Note, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the indebtedness, and as security for payment to Mortgagee of the principal with interest, and all other sums provided for in the Note and in this Mortgage, according to their respective terms and conditions and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein, Mortgagor does hereby grant, convey and mortgage unto the Mortgagee all that certain real estate described in Exhibit "A" attached hereto and made a part hereof (the "Land").

TOGETHER WITH, Mortgagor's right, title and interest in and to:

- (1) any and all buildings and improvements erected or hereafter erected thereon;
- (2) any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the above described real estate or any buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant, business or dwellings situate thereon, whether or not the personal property is or shall be affixed thereto;

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(3) all building materials, fixtures, building machinery and building equipment delivered on site to the real estate during the course of, or in connection with, construction of any buildings and improvements thereon;

(4) any and all tenements, hereditaments and appurtenances belonging to the real estate or any part thereof hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses and all easements and covenants now existing or hereafter created for the benefit of Mortgagor or any subsequent owner or tenant of the mortgaged real estate over ground adjoining the mortgaged real estate and all rights to enforce the maintenance thereof, and all other rights, liberties, licenses, fees and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the real estate or any part thereof; and

(5) all leases, subleases, tenancies, license agreements, concession agreements, assignments and other agreements relating to or affecting the use, enjoyment or occupancy of all or any portion of the Land or Improvements whether or not in writing, which are now existing or hereafter entered into, and all amendments, modifications, renewals and extensions thereto (collectively, the "Leases"), together with all income, rents, additional rents, issues, profits, revenues, royalties and other benefits therefrom, whether due now or hereafter, including any payments made by any tenant or occupant arising out of the cancellation or termination of any Lease (collectively, "Rents"), and all cash and other collateral deposited or delivered by any tenant to secure the performance of any tenant under any Lease, subject, however, to the conditional permission given to Mortgagor to collect the rentals and to exercise all rights and remedies of the landlord or lessor under any such Lease pursuant to the terms of that certain Assignment of Leases and Rents dated of even date herewith, executed by Mortgagor in favor of Mortgagee ("Assignment of Leases"), and subject further to the rights granted Mortgagor in the Loan Agreement with respect to the Leases and Rents. All of the foregoing interests are sometimes collectively referred to herein as the "Mortgaged Property."

ALSO TOGETHER WITH Mortgagor's right, title and interest in and to any and all awards heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for taking or damaging by eminent domain the whole or any part of the Mortgaged Property or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the Mortgagee, subject to, and except as otherwise provided pursuant to, the terms and conditions of the Loan Agreement, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same (after deduction of attorneys' fees and other costs of collecting the funds) toward the payment of the amount owing on account of this Mortgage and the accompanying Note, notwithstanding the amount owing thereon may not then be due and payable; and the Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever. Mortgagor further agrees subject to the terms and conditions of the Loan Agreement, to give Mortgagee immediate notice of the actual or threatened commencement of any proceedings in the nature of

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eminent domain affecting all or any part of the Mortgaged Property, and will deliver to Mortgagee copies of any papers served upon Mortgagor in connection with any such proceedings.

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or mentioned and intended so to be, unto Mortgagee, to its own use forever.

PROVIDED ALWAYS, and this instrument is upon the express condition that, if Mortgagor pays to Mortgagee the principal sum mentioned in the Note, the interest thereon and all other sums payable by Mortgagor to Mortgagee as are secured hereby, in accordance with the provisions of the Loan Agreement, the Note and this Mortgage, at the times and in the manner specified, without deduction, fraud or delay, and Mortgagor complies with all the terms and conditions contained herein and in the Note, then this Mortgage and the estate hereby granted shall cease and become void.

MORTGAGOR COVENANTS with the Mortgagee that until the indebtedness secured hereby is fully repaid:

1. **Payment and Performance**: Mortgagor shall pay to Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal and interest, and other sums therein set forth; and shall comply in all material respects with all the terms and conditions of the Note and this Mortgage. The maturity date of the Note is April 1, 2023.
2. **Maintenance of Mortgaged Property**: Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; and shall not remove or demolish, or except as expressly provided in the Loan Agreement, alter the structural character of, any building erected at any time on the Mortgaged Property. Mortgagor shall maintain the Mortgaged Property in good condition and repair, reasonable wear and tear excepted, and if at any time the Mortgaged Property is unoccupied, Mortgagor shall use commercially reasonable efforts to secure and guard the Mortgaged Property.
3. **Indemnification**: Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all action, costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Mortgagee and arising from any state of facts or circumstances existing prior to Mortgagee's acquiring actual physical possession of or acquiring title through foreclosure or a deed in lieu of foreclosure or due to any action or inaction of Mortgagor or any occupant of the Mortgaged Property occurring prior to such date of possession or foreclosure by reason of: (i) the ownership of this Mortgage, the Mortgaged Property or any interest therein or receipt of any rents; (ii) any accident, injury to or death to persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) any use or condition in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iv) any failure on the part of the Mortgagor to perform or comply with any of the terms of this Mortgage; or (v) the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof; provided, that in no event shall Mortgagor have any obligation to indemnify

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Mortgagee for Mortgagee's own gross negligence or willful misconduct. Any amounts payable to Mortgagee by reason of the application of this Paragraph shall be included in the indebtedness evidenced by the Note and secured by the Mortgage, and shall become immediately due and payable and, if not paid within ten (10) days after Mortgagee's written demand therefor shall bear interest at the Default Rate (as defined in the Note) from the date loss or damage is sustained by Mortgagee until paid. The obligations of Mortgagor under this Paragraph shall survive any satisfaction, assignment, foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage.

4. Security Agreement:

(a) This Mortgage constitutes a security agreement and fixture filing under the Uniform Commercial Code in effect in the State of Illinois, as it may be amended or recodified from time to time (the "Code") and creates a security interest in all of the Mortgaged Property that is the type in which a security interest may be created pursuant to Article 9 of the Code (the "UCC Collateral"). Accordingly, Mortgagor hereby pledges and grants to Mortgagee, as collateral security for the payment and performance when due of all of Mortgagor's obligations arising under the Loan Documents, a first-priority security interest in all of Mortgagor's right, title and interest to the UCC Collateral. This Mortgage shall also be effective as a financing statement covering as-extracted collateral and is to be filed for record in the real estate records of the county where the Land is situated. Mortgagor shall execute and deliver any additional security agreements Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to such property and Mortgagee may file all such financing statements as Mortgagee deems necessary in its sole discretion to perfect such security interest. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor. For purposes of the fixture filing, the mailing address of Mortgagor is set forth on the first page of this Mortgage and the address of Mortgagee from which information concerning the security interest may be obtained is also set forth on the first page of this Mortgage. Mortgagor is the owner of the Land. Mortgagee shall have, and Mortgagor grants to Mortgagee, all the rights, remedies and recourses with respect to the Mortgaged Property afforded a secured party by the aforesaid UCC in addition to, and not in limitation of, the other rights, remedies and recourses afforded by the Loan Documents and at law.

(b) Certain of the Mortgaged Property is or will become "fixtures" (as that term is defined in the Code) of the Land, and this Mortgage upon being filed for record in the real estate records of the county wherein such fixtures are situated shall constitute a financing statement filed as a "fixture filing" under Section 9-502(b) of the Code, as amended, as recodified or as in effect from time to time, covering any of the Mortgaged Property which now is or later may become fixtures attached to the Land or the Improvements. The mailing addresses of Debtor, as debtor under the Fixture Code, and Lender, as secured party under the Fixture Code, respectively, are as set forth in the Terms section above. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties in which the Land is located. For this purpose, the following information is set forth:

(i) Name and Address of Debtor: CICF I - IL1M04, LLC, a Delaware limited liability company having an address at c/o Cabot Properties, One Beacon Street, Suite

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2800, Boston, MA 02108.

(ii) Name and Address of Secured Party/Mortgagee: GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, a Colorado corporation having an address at 8515 East Orchard Road, 3T2, Greenwood Village, CO 80111.

(iii) Debtor is the record owner of the Land.

(iv) Debtor's chief executive office is located in the Commonwealth of Massachusetts.

(v) Debtor's state of formation is the State of Delaware.

(vi) Debtor's exact legal name is as set forth in the first paragraph of this Mortgage.

(vii) This document covers goods which are to become fixtures.

(viii) Debtor's organizational identification number is 6193189.

(ix) The record owner of the real estate to which the UCC Collateral is attached or upon which it is located is Mortgagor.

5. **Compliance with Law and Regulations:** Mortgagor shall promptly comply with all laws, ordinances, regulations and orders of all Federal, State, municipal and other governmental authorities relating to the Mortgaged Property.

6. **Inspection; Appraisals and Environmental Audits:**

(a) Mortgagee and any persons authorized by Mortgagee shall have the right at any time, and from time to time, upon at least forty-eight (48) hours' advance notice to Mortgagor, subject to the rights of any tenants of the Mortgaged Property, to enter the Mortgaged Property during Mortgagor's normal business hours to inspect and photograph its condition and state of repair.

(b) After an Event of Default, Mortgagee, at its option, may cause an environmental audit of the Mortgaged Property to be made by an engineering firm selected by Mortgagee, at Mortgagor's expense, and Mortgagor's obligation to pay such expense upon demand shall be secured by this Mortgage.

7. **Declaration of No Set Off:** Within ten (10) days after requested to do so by Mortgagee (provided that such request may not be made more than twice in any 12-month period so long as no Event of Default exists), Mortgagor shall certify to Mortgagee or to any proposed assignee of this Mortgage, in a writing duly acknowledged, the amount of principal, interest and other charges then owing on the obligation secured by this Mortgage and whether there are any setoffs or defenses against it.

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8. **Due on Sale Clause:** Reference is hereby made to Section 6.3 of the Loan Agreement for the restrictions on transferring any interest in Mortgagor or the Mortgaged Property.

9. **Subordinate Liens:** Without the prior written consent of Mortgagee, Mortgagor shall not create or cause or permit to exist any lien on or security interest in the Mortgaged Property or any part thereof, and Mortgagor shall not otherwise incur any indebtedness for money borrowed to improve the Mortgaged Property or any part thereof, other than the indebtedness secured hereby. The foregoing sentence shall not be deemed to waive Mortgagor's right to contest taxes and mechanic's liens pursuant to Sections 3.2 and 3.4 of the Loan Agreement. Subject to the provisions of Sections 3.2 and 3.4 of the Loan Agreement, any violation of the foregoing limitation, at the option of Mortgagee, shall be deemed an Event of Default hereunder for which no notice or cure period shall apply.

10. **Right to Remedy Defaults:** If Mortgagor fails to pay taxes, assessments, water and sewer charges or other lienable claims (except in case of contest as aforesaid) or insurance premiums, or fails to make necessary repairs or permit waste, or otherwise fails to comply with its obligations hereunder or under the Note or any other document executed in connection with this Mortgage, and such failure remains uncured for a period of ten (10) days after written demand from Mortgagee, then Mortgagee, at its election, shall have the right to make any payment or expenditure which Mortgagor should have made, or which Mortgagee deems advisable to protect the security of this Mortgage or the Mortgaged Property, without prejudice to any of the Mortgagee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums, as well as costs, advanced by Mortgagee pursuant to this Mortgage shall be due immediately from Mortgagor to Mortgagee, shall be secured hereby, and if not paid within ten (10) days after Mortgagee's written demand therefor, shall bear interest at the Default Rate from the date of payment by Mortgagee until the date of repayment.

11. **Events of Default:** Any one or more of the following shall constitute an event of default (each, an "Event of Default") hereunder:

(a) If there occurs any Event of Default under and as specified in the Loan Agreement;

(b) If Mortgagor fails to pay any sum due under this Mortgage on the date such sum is due, and the same remains unpaid for a period of ten (10) days after written demand from Mortgagee;

(c) Subject to the provisions of Sections 3.2 and 3.4 of the Loan Agreement, if Mortgagor violates Paragraph 9 hereof entitled "Subordinate Liens"; or

(d) If Mortgagor fails to perform or comply with any of the agreements, conditions covenants, provisions or stipulations contained in this Mortgage and such failure continues for thirty (30) days after the date due; provided, however, that if the failure is of such a nature so as to be subject to cure but not within said thirty (30) day period, Mortgagor shall have such additional reasonable period of time not exceeding ninety (90) days to effect such cure so long as Mortgagor has commenced efforts to cure within such thirty (30) day period and

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thereafter diligently prosecutes the same to completion.

12. **Remedies:**

(a) Upon the occurrence of any Event of Default hereunder, the entire unpaid balance of principal, accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without further notice or demand.

(b) When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then forthwith, subject to any requirements of applicable laws:

(i) **Foreclosure:** Mortgagee may institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the Mortgaged Property or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the Default Rate, together with all other sums due from Mortgagor in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Mortgagee to Mortgagor after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, other lienable charges or claims, insurance or repairs or maintenance, all costs of suit and an attorneys' commission for fees and expenses actually incurred. Subject to any requirements of applicable laws, Mortgagor authorizes Mortgagee at its option to foreclose this Mortgage subject to the rights (if any) of any tenants of the Mortgaged Property, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceedings instituted by Mortgagee to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

(ii) **Partial Foreclosure:** With or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of Mortgagor's obligations secured by this Mortgage then due and payable, subject to the continuing lien of this Mortgage for the balance of Mortgagor's obligations secured by this Mortgage.

(iii) **Possession:** Mortgagee may enter into possession of the Mortgaged Property, with or without legal action, and by force if necessary or, in the alternative, Mortgagee shall be entitled to appointment of receiver without regard to (A) the solvency of Mortgagor or any other person liable for the debt secured hereby, or (B) whether there has been or may be any impairment of the value of the Mortgaged Property or any other collateral for the debt (Mortgagor acknowledges that the right to appointment of a receiver is a specific inducement to Mortgagee to enter into the transaction referred to in this Mortgage), and may rent the Mortgaged Property, or any part thereof, for such term or terms and on such other terms and conditions as Mortgagee or such receiver may see fit, collect all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, apply the net rentals to the payment of taxes, water and sewer rents, other lienable charges and claims, insurance premiums and all other carrying charges, and to the

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maintenance, repair or restoration of the Mortgaged Property, or in reduction of the principal or interest, or both, hereby secured, in such order and amounts as Mortgagee or said receiver may elect; and for that purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any existing or future lease or leases or rights to use and occupation of the Mortgaged Property, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Any lease or leases entered into by Mortgagee or said receiver pursuant to this Paragraph shall survive foreclosure of this Mortgage and/or repayment of the Note, except to the extent any applicable lease may provide otherwise.

(c) 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, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this Mortgage or any other action for any Event of Default by Mortgagor existing at the time the earlier action was commenced.

(d) Any real estate sold to satisfy the indebtedness secured hereby may be sold in one parcel, as an entirety, or in such parcels, and in such manner or order as Mortgagee, in its sole discretion, may elect.

(e) Neither Mortgagor nor any other person now or hereafter obligated for payment of 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 enforce any provisions of the Mortgage or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Mortgage or Note without first having obtained the consent of Mortgagor or such other person; and in the latter event the Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee. No release of all or any part of the security as aforesaid shall in any way impair or affect the lien of this Mortgage or its priority over any subordinate lien.

(f) The specific remedies set forth above are intended to be in addition to, and not in limitation of, such remedies as may be available to Mortgagee by statute, or under the applicable rules of civil procedure, or at common law. Subject to applicable laws, Mortgagee may exercise some or all of its remedies concurrently, including separate and concurrent actions on the Note, this Mortgage, the other Loan Documents and any guaranty, to the extent it is permitted by law to do so. If Mortgagee shall fail to exercise any remedy it may have by reason of an Event of Default, such failure shall not constitute a waiver of such Event of Default.

13. **Counsel Fees:** If Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Property or title thereto, the lien created by this Mortgage or Mortgagee's interest therein (including any proceeding in the nature of eminent domain) or if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the provisions of this

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Mortgage, the Note or any other Loan Document, or otherwise engages counsel to review any request or inquiry from Mortgagor after the date hereof, then Mortgagee's costs, expenses and attorneys' fees actually incurred, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor within ten (10) days after written demand therefor with interest at the Default Rate, and until paid they shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

14. **Discovery Costs.** In the event any third party discovery request, including but not limited to a subpoena, document request, deposition request, and/or appearance at a hearing or trial, is served upon Mortgagee or any of its Affiliates in connection with (i) Mortgagor or any of its affiliates or connected organizations, (ii) the Mortgaged Property, or (iii) the Loan, then Mortgagor shall reimburse Mortgagee within ten (10) days of Mortgagee's request for any of Mortgagee's costs and expenses in connection with such discovery, including, but not limited to, attorneys' and professional fees and costs.

15. **Notices:** All notices permitted or required under this Mortgage shall be in writing, and shall be sent in accordance with Section 9.3 of the Loan Agreement.

16. **Amendment:** This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

17. **Parties Bound:** This Mortgage shall be binding upon Mortgagor and its successors and assigns and shall inure to the benefit of Mortgagee, its successors, participants, and assigns. For purposes of this Mortgage, the neuter shall include the masculine and the feminine and the singular shall include the plural and the plural the singular, as the context may require.

18. **Joint and Several Liability:** If Mortgagor be more than one person, all agreements, terms, conditions, warrants of attorney, waivers, releases, rights and benefits made or given by Mortgagor shall be joint and several, and shall bind and affect all persons who are defined as "Mortgagor" as fully as though all of them were specifically named herein wherever the word "Mortgagor" is used.

19. **Interest Rate:**

(a) Notwithstanding any provision contained in this Mortgage or in the Note, Mortgagor's liability for interest shall not exceed the limits imposed by the applicable usury law. If any clause in the Note or this Mortgage requires interest payments in excess of the highest interest rate permitted by the applicable usury law, the clause in question shall be deemed to require such payment at the highest interest rate allowed by the applicable usury law.

(b) In the event Mortgagee obtains any judgment against Mortgagor on this Mortgage or on the accompanying Note, interest shall accrue on the judgment in the same manner and at the Default Rate, notwithstanding any law, custom, or legal presumption to the contrary, subject only to subparagraph (a) above, until Mortgagee has received payment in full of all amounts due it pursuant to this Mortgage and the Note.

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20. **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.

21. **Waivers**: To the extent permitted by applicable laws, Mortgagor hereby waives and releases:

(a) all errors, defects and imperfections in any proceeding instituted by Mortgagee under the Note and this Mortgage; and

(b) all benefits that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, reinstatement, exemption from civil procedure or extension of time for payment.

22. **Captions; Governing Law**: The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction, or effect. This Mortgage shall be construed and governed by the laws of the State in which the Mortgaged Property is situated, without regard to conflicts of laws principles, other than 735 ILCS Section 105/5 et seq.

23. **Advance Money Mortgage**: This Mortgage secures the unpaid balance of advances made, with respect to the Mortgaged Property, for the payment of taxes, assessments, maintenance charges, insurance premiums or costs incurred for the protection of the Mortgaged Property or the lien of this Mortgage and expenses incurred by the Mortgagee by reason of default by the Mortgagor under this Mortgage.

24. **Non-Recourse**: The non-recourse clause contained in Paragraph 11 of the Note is incorporated herein by this reference.

25. **Incorporation of State Law Provisions**: Certain provisions/sections of this Mortgage and certain additional provisions/sections that are required by laws of the State in which the Mortgaged Property is located may be amended, described and/or otherwise set forth in more detail on Exhibit "B" attached hereto, which such Exhibit by this reference, is incorporated into and made a part of this Mortgage. In the event of any conflict between such state law provisions and any provision herein, the state law provisions shall control.

26. **Inconsistency; Capitalized Terms**: In the event of any conflict between the terms of this Mortgage and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern and control. All capitalized terms used herein without definition shall have the same meanings given to such terms in the Loan Agreement.


[Signatures on following page]

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IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the day and year first above written.

CICF I - IL1M04, LLC,
a Delaware limited liability company

By: Cabot Industrial Core Fund Operating
Partnership, L.P., a Delaware limited
partnership, its sole member

By: 
Harborne W. Stuart III,
Senior Vice President, Finance

Property of Cook County Clerk's Office

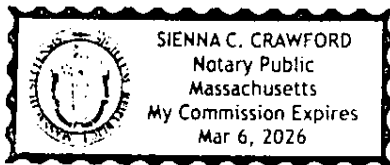
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COMMONWEALTH OF MASSACHUSETTS }
 } SS
 SUFFOLK COUNTY }

On this 15 day of May, 2019, before me, the undersigned notary public, personally appeared Harborne W. Stewart III, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Senior Vice President, Finance of Cabot Industrial Core Fund Operating Partnership, L.P., a Delaware limited partnership, the sole member of CICF I – IL1M04, LLC, a Delaware limited liability company.

Sienna C. Crawford
 (official signature and seal of notary)

Name: Sienna C. Crawford
 My commission expires: 3/12/2024



Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 6 IN THE FINAL PLAT OF SUBDIVISION OF PROLOGIS PARK I-294 RESUBDIVISION NO. 2, BEING A RESUBDIVISION OF LOTS 3 AND 4 IN PROLOGIS PARK I-294 RESUBDIVISION NO. 1, BEING A RESUBDIVISION OF LOT 2 IN THE PROLOGIS PARK I-294 SUBDIVISION, BEING A RESUBDIVISION OF LOTS 2, 3 AND 4 OF SECOND ADDITION TO CROW-ALSIP SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 20 AND PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 18, 2006 AS DOCUMENT 0626122153, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ACCESS EASEMENT PURSUANT TO THE FINAL PLAT OF SUBDIVISION OF PROLOGIS PARK I-294 SUBDIVISION RECORDED NOVEMBER 14, 2003 AS DOCUMENT 0331810028, TOGETHER WITH CERTIFICATE OF CORRECTION RECORDED FEBRUARY 3, 2004 AS DOCUMENT 0403439025.

PARCEL 3:

NON-EXCLUSIVE EASEMENTS FOR STORMWATER MANAGEMENT AND INGRESS AND EGRESS PURSUANT TO FINAL PLAT OF SUBDIVISION OF PROLOGIS PARK I-294 RESUBDIVISION NO. 1 RECORDED OCTOBER 8, 2004 AS DOCUMENT 0428244048.

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EXHIBIT "B"

STATE LAW PROVISIONS

1. Mortgagor hereby waives the benefit of all laws now existing or that hereafter may be enacted providing for any appraisal before foreclosure sale of any portion of the Mortgaged Property, and the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt.

2. The granting clause of this Mortgage shall be deemed amended to provide that Mortgagor does mortgage, warrant, bargain, grant, sell, convey, assign, pledge, transfer and set over the Mortgaged Property to Mortgagee.

3. Notwithstanding the provisions of Paragraph 12 of this Mortgage, any foreclosure of all or any portion of the lien of this Mortgage shall be in accordance with the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 et seq., as from time to time amended (the "Act") and with respect to such Act, Mortgagor agrees and covenants that:

(a) If any provision of this Mortgage is inconsistent with any applicable 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 provision of this Mortgage that can fairly be construed in a manner consistent with the Act;

(b) Without in any way limiting or restricting any of the Mortgagee's rights, remedies, powers and authorities under this Mortgage and in addition to all of such rights, remedies powers and authorities the Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time;

(c) All reasonable expenses incurred by Mortgagee (including, without limitation, reasonable attorney fees and expenses incurred in connection with the preparation, filing, and prosecution of a suit foreclosing this Mortgage) to the extent reimbursable under Sections 5/15-1510 and 5/15-1512 of the 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 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 5/15-1701, 5/15-1702 and 5/15-1704 of the Act, to be placed in 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 powers, immunities, and duties as provided for in Sections 5/15-1701, 5/15-1703 and 5/15-1704 of the Act; and

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(e) Mortgagor hereby waives the right of redemption and any right to reinstatement to the full extent permitted under the Act.

4. This Mortgage is given to secure not only existing indebtedness but also future advances (whether obligatory or to be made at the option of Mortgagee, or otherwise) made by Mortgagee, to the same extent as if such future advances were made on the date of the execution of this Mortgage, as provided in Section 5/15-1302(b)(1) of the Act. Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Loan Agreement whether such loans and advances are made as of the date hereof, or at any time in the future and whether such future advances are obligatory, or are to be made at the option of Mortgagee or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage and, although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the Indebtedness secured by this Mortgage (including future advances) shall in no event exceed a maximum principal amount equal to \$12,400,000.00, plus interest thereon, all costs of enforcement and collection and any disbursements made for the payment of taxes, special assessments or insurance on the Mortgaged Property.

5. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 5/15-1201 of the Act) or residential real estate (as defined in Section 5/15-1219 of the Act).

6. Mortgagor represents and warrants that the proceeds of the Note secured by this Mortgage will be used for the purposes specified in Section 815 ILCS 205/4(1)(c), and that the principal obligation secured hereby constitutes (a) a business loan which comes within the purview of said Section 815 ILCS 205/4(1)(c), (b) a loan secured by a mortgage on real estate within the purview and operation of Section 815 ILCS 205(4)(1)(i), and (c) an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 et seq. and has been entered into solely for business purposes of Mortgagor and Mortgagor's investment or profit, as contemplated by said section.

7. Notwithstanding anything to the contrary set forth in this Mortgage, Mortgagor acknowledges that the principal amount of the Indebtedness secured hereby is SIX MILLION TWO HUNDRED THOUSAND DOLLARS (\$6,200,000.00) and that the maximum aggregate amount of indebtedness secured by this Mortgage is TWELVE MILLION FOUR HUNDRED THOUSAND DOLLARS (\$12,400,000.00).

8. Mortgagor is required to maintain certain insurance pursuant to Section 3.3 of the Loan Agreement. Pursuant to the requirements of the Illinois Collateral Protection Act, 815 ILCS 180/10, et seq., Mortgagor is hereby notified that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required to be maintained by Mortgagor under the Loan Agreement, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in the Mortgaged Property. This insurance may, but need not, protect Mortgagor's interest. The coverage that Mortgagee purchases may not pay any claim that Mortgagor may

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make or any claim that is made against Mortgagee in connection with the Mortgaged Property. Except as otherwise provided herein, Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Loan Agreement. If Mortgagee purchases insurance for the Mortgaged Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges that may be imposed in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance shall be added to the Indebtedness secured hereby. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

9. To the extent permitted by law, Mortgagor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, 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 property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from or any order or decree of foreclosure of this Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons are and shall be deemed to be waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law.

10. Mortgagor expressly agrees that for purposes of this Mortgage: (i) this Mortgage shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1 et seq. (the "Credit Act"); (ii) the Credit Act applies to this transaction including, but not limited to, the execution of this Mortgage; and (iii) any action in any way related to this Mortgage shall be governed by the Credit Act.