

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud

844-768-1713

*COHE 190557921 of 1 LK*



\*1933017067\*

Doc# 1933017067 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/26/2019 02:17 PM PG: 1 OF 20

The property identified as: PIN: 15-24-404-011-0000

**Address:**

**Street:** 7400 W. Industrial Drive

**Street line 2:**

**City:** Forest Park

**State:** IL

**ZIP Code:** 60130

**Lender:** LBC Credit Agency Services, LLC

**Borrower:** Duraco Specialty Tapes LLC

**Loan / Mortgage Amount:** \$49,474,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

*Box 400*

*S* Y  
*P* 20  
*S*     
*M* X  
*SC*     
*E* X  
*INT*   

**Certificate number:** 6D92034A-A65E-4F3C-8911-FBAC421C59FF

**Execution date:** 11/21/2019

# UNOFFICIAL COPY

THIS INSTRUMENT PREPARED BY AND  
after recording return to:

Jami L. Brodey, Esq.  
GOLDBERG KOHN LTD.  
55 East Monroe Street, Suite 3300  
Chicago, Illinois 60603  
(312) 201-4000

Property Address: 7400 W. Industrial Drive, Forest Park, Illinois 60130

PIN(S): 15-24-404-011-0000 and 15-24-404-019-0000

## REAL PROPERTY MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (COOK COUNTY, ILLINOIS)

THIS REAL PROPERTY MORTGAGE ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Mortgage**"), made as of the 19th day of November, 2019, is made and executed by DURACO SPECIALTY TAPES LLC, a Delaware limited liability company ("**Mortgagor**"), having an office at 7400 Industrial Drive, Forest Park, Illinois 60130, in favor of LBC CREDIT AGENCY SERVICES, LLC, a Delaware limited liability company, having an address at 555 East Lancaster Avenue, Suite 450, Radnor, Pennsylvania 19087, in its capacity as administrative agent (in such capacity, together with its successors and assigns, "**Agent**") for the Lenders under the Credit Agreement referred to below.

### RECITALS

I. Pursuant to that certain Credit Agreement dated as of June 28, 2019 (as it may be amended, modified, supplemented, restated or replaced from time to time, the "**Credit Agreement**") among (a) Agent, (b) D12 ACQUISITION CORPORATION, a Delaware corporation, as "Initial Borrower," (c) Mortgagor, as "Borrower," (d) LBC Credit Partners, Inc., as "Sole Lead Arranger," and (e) the lenders party thereto from time to time ("**Lenders**"), the Lenders agreed to make revolving and term loans to Mortgagor in the maximum principal amount of \$49,474,000.00 (such loans, as they may be amended, modified, supplemented, restated or replaced from time to time are, the "**Loans**").

II. The Loans may be evidenced, in whole or in part, by one or more notes in an aggregate principal amount not to exceed \$49,474,000.00 (said notes, together with all

# UNOFFICIAL COPY

amendments, modifications, supplements, and full or partial restatements and replacements thereof, being hereinafter referred to as the "Notes").

III. The final maturity date of the Loans is June 28, 2024. The terms and provisions of the Notes and the Credit Agreement are hereby incorporated by reference in this Mortgage. Capitalized terms used and not defined in this Mortgage shall have the meanings given them in the Credit Agreement. The rate or rates of interest payable under the Credit Agreement may vary from time to time.

IV. Among other things, this Mortgage is given to secure a revolving credit facility and secures not only present indebtedness but also future advances, whether such future advances are obligatory or are to be made at the option of Agent, or otherwise as are to be made within twenty (20) years of the date hereof. The amount of indebtedness secured hereby may increase or decrease from time to time, however the principal amount of such indebtedness shall not at any time exceed the amount of \$247,370,000.00 plus interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents (hereinafter defined).

## GRANTING CLAUSES

To secure the payment of the indebtedness under the Credit Agreement (including without limitation all "Obligations" under and as defined in the Credit Agreement), whether or not evidenced by the Notes, and the payment of all amounts due under and the performance and observance of all covenants, representations, warranties, indemnities and conditions contained in this Mortgage, the Notes, the Credit Agreement and any other documents and instruments now or hereafter executed by Mortgagor or any party related thereto or affiliated therewith (including any Credit Party) to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Notes, the Credit Agreement and any and all renewals, extensions, amendments and replacements of this Mortgage, the Notes, the Credit Agreement and any such other documents and instruments delivered in connection with the Loans (the Notes, the Credit Agreement, this Mortgage, such other documents and instruments now or hereafter executed and delivered in connection with the Loans, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "**Loan Documents**") of whatever nature, whether now in existence or hereafter created, arising or acquired, whether created directly or acquired by Agent and/or Lenders by assignment or otherwise, whether matured or unmatured, whether absolute or contingent, whether of the same or different class or type as the indebtedness evidenced by the Notes, and whether or not the creation of the same was reasonably foreseeable or would be naturally contemplated by Mortgagor, or Agent and/or Lenders on the date hereof, it being the intention of Mortgagor and Agent that the same be part of the indebtedness secured hereby, together with all costs incurred by Agent to obtain, preserve perfect and enforce this Mortgage and to collect the indebtedness secured hereby and to maintain and preserve the Mortgaged Property (as defined herein), including without limitation taxes, assessments, insurance premiums, repairs, attorney's fees and legal expenses and expenses of foreclosures, collection and sale (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "**Secured Liabilities**," provided, however, in no event shall the maximum principal amount secured hereby exceed \$247,370,000.00), Mortgagor does hereby convey, mortgage, warrant, assign,

# UNOFFICIAL COPY

transfer, pledge and deliver, to Agent all of Mortgagor's right, title and interest in and to the following described property subject to the terms and conditions herein:

(A) The land legally described in attached **Exhibit A** ("**Land**");

(B) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Land and all machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Land, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Improvements**");

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

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

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

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

(E) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Land, Improvements or Appurtenances (the "**Rents**"); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided in this Mortgage;

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

# UNOFFICIAL COPY

therefor (collectively, the "**Leases**"), subject, however, to the conditional permission given in this Mortgage to Mortgagor to collect the Rents arising under the Leases as provided in this Mortgage;

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

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

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

## ARTICLE ONE COVENANTS OF MORTGAGOR

Mortgagor covenants and agrees with Agent as follows:

1.1. **Performance under Credit Agreement, Notes, Mortgage and Other Loan Documents.** Mortgagor shall perform, observe and comply with or cause to be performed, observed and complied with all provisions hereof, of the Credit Agreement, the Notes, and every other Loan Document as and when required pursuant to the applicable terms thereof.

1.2. **General Covenants and Representations.** Mortgagor covenants, represents and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) Mortgagor is seized of an indefeasible estate in fee simple in that portion of the Mortgaged Property which is real property, and has good and absolute title to it and the balance of the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except in each case for Permitted Liens under the Credit Agreement and those matters shown as exceptions in the title policy insuring this Mortgage provided to and accepted by Agent; and (b) Mortgagor has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property as provided herein; (c) upon the occurrence and continuance of an Event of Default (hereinafter defined), Agent may at all times thereafter peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with the terms hereof; and (d) Mortgagor will maintain and preserve the lien of this Mortgage as a first and paramount lien on the Mortgaged Property, subject only to the Permitted Liens and those matters shown as exceptions in the title policy insuring this Mortgage provided to and accepted by Agent, until the Secured Liabilities have been paid in full and all obligations of the Agent and Lenders under the Credit Agreement have been terminated.

1.3. **Compliance with Laws and Other Restrictions.** Mortgagor covenants and represents that the Land and the Improvements and the use thereof presently comply in all material respects with, and, except as provided in the Credit Agreement, and, will continue to comply in all material respects with, all applicable restrictive covenants, zoning and subdivision ordinances and building codes, licenses, health and environmental laws and regulations and all other applicable laws, ordinances, rules and regulations.

# UNOFFICIAL COPY

1.4. **Taxes and Other Charges.** Mortgagor shall pay promptly when due all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon or against this Mortgage or the Secured Liabilities when required to pursuant to the Credit Agreement; provided, however, that Mortgagor may in good faith contest the validity, applicability or amount of any tax, assessment or other charge, in accordance with the terms of the Credit Agreement.

1.5. **Mechanic's and Other Liens.** Except as otherwise may be provided by the Credit Agreement, Mortgagor shall not permit or suffer any Lien on the Mortgaged Property, except for Permitted Liens; provided, however, that Mortgagor may in good faith, by appropriate proceedings, contest the validity, applicability or amount of any asserted lien, in accordance with the terms of the Credit Agreement.

1.6. **Insurance and Condemnation.**

1.6.1. **Insurance Policies.** Mortgagor shall, at its sole expense, obtain for, deliver to, assign to and maintain (or cause to be maintained) for the benefit of Agent, such policies of insurance as are required by the Credit Agreement.

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

1.6.3. **Condemnation Awards.** Condemnation proceeds shall be handled and applied in accordance with the terms and conditions of the Credit Agreement.

1.6.4. **Obligation to Repair.** If all or any part of the Mortgaged Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Section 1.6.3, Mortgagor shall promptly and with all due diligence restore and repair the Mortgaged Property, to the extent required under the Credit Agreement and provided that insurance proceeds, or condemnation award or other compensation, as applicable are made available to Mortgagor.

1.7. **Agent May Pay; Default Rate.** Upon Mortgagor's failure to pay any amount required to be paid by Mortgagor under any provision of this Mortgage within the applicable time period set forth in the Credit Agreement (subject to all notice requirements and cure periods provided for therein), Agent or Lenders may pay the same. Mortgagor shall pay to Agent or Lenders within ten (10) days after written demand by Agent the amount so paid by Agent or Lenders together with interest at a rate equal to the highest rate applicable to the Loans following the occurrence of an Event of Default under the Credit Agreement (the



# UNOFFICIAL COPY

"Default Rate") and the amount so paid by Agent or Lenders, together with interest, shall be added to the Secured Liabilities.

1.8. **Care of the Mortgaged Property.** Except as otherwise expressly permitted by the Credit Agreement, Mortgagor shall preserve and maintain the Mortgaged Property in accordance with Section 4.4 of the Credit Agreement.

1.9. **Transfer or Encumbrance of the Mortgaged Property.** Except as otherwise expressly permitted by the Credit Agreement, Mortgagor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease or encumbrance of the Mortgaged Property, any part thereof, or any interest therein, without the prior written consent of Agent having been obtained.

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

1.11. **Assignment of Rents.** To secure the Secured Liabilities, Mortgagor hereby grants to Agent a security interest in the Rents; it being intended that this grant shall constitute an absolute and present assignment of the Rents to the extent permitted by applicable law, subject, however, to the conditional permission given to Mortgagor to collect and use the Rents as provided herein. The assignment of rents, income and other benefits contained in Sections (E) and (F) of the Granting Clauses of this Mortgage shall be fully operative without any further action on the part of either party, and, specifically, Agent shall be entitled, at its option, upon the occurrence and continuance of an Event of Default, to all rents, income and other benefits from the Mortgaged Property, whether or not Agent takes possession of such property. Such assignment and grant shall continue in effect until the Secured Liabilities are paid in full and all obligations of Agent and Lender under the Credit Agreement have been terminated, the execution of this Mortgage constituting and evidencing the irrevocable consent of Mortgagor to the entry upon and taking possession of the Mortgaged Property by Agent pursuant to such grant, whether or not foreclosure proceedings have been instituted. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Mortgagor shall have the right and authority to continue to collect the rents, income and other benefits from the Mortgaged Property as they become due and payable but not more than thirty (30) days prior to the due date thereof. Upon or at any time during the continuance of an Event of Default, the conditional permission granted to Mortgagor herein shall, at the election of Agent, be automatically revoked.

1.12. **After-Acquired Mortgaged Property.** To the extent permitted by, and subject to, applicable law, the lien of this Mortgage shall automatically attach, without further act, to all property hereafter acquired by Mortgagor located in or on, or attached to, or used

# UNOFFICIAL COPY

or intended to be used in connection with, or with the operation of, the Mortgaged Property or any part thereof.

1.13. **Existing Leases.** Mortgagor shall comply with and perform in a complete and timely manner all of its obligations as landlord under all Leases affecting the Mortgaged Property or any part thereof. The assignment contained in Sections (E) and (F) of the Granting Clauses shall not be deemed to impose upon Agent any of the obligations or duties of the landlord provided in any Lease.

1.14. **New Leases.** Except as otherwise expressly permitted by the Credit Agreement, Mortgagor shall not enter into any new Lease affecting the Mortgaged Property without the prior written consent of Agent, except that no consent of Agent is required for any new Lease with any entity that is an affiliate of Mortgagor.

1.15. **Expenses.** Without limitation of any obligation of Mortgagor set forth in the Credit Agreement, and to the extent not prohibited by applicable law, Mortgagor shall pay, subject to any limitations set forth in the Credit Agreement, when due and payable, and otherwise on demand made by Agent, all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title insurance fees, escrow fees, reasonable attorneys' fees, court costs, documentary and expert evidence, fees of inspecting architects and engineers, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Agent in connection with this Mortgage or the administration and enforcement of any term or provision of this Mortgage. If Mortgagor fails to pay said costs and expenses as above provided, Agent may elect, but shall not be obligated, to pay the costs and expenses described in this Section 1.15, and if Agent does so elect, then Mortgagor will, within ten (10) days after written demand by Agent, reimburse Agent for all such expenses which have been or shall be paid or incurred by it. The amounts paid by Agent shall bear interest at the Default Rate and such amounts, together with interest, shall be added to the Secured Liabilities, shall be due and payable within ten (10) days after written demand and shall be secured by the lien of this Mortgage and the other Loan Documents. In the event of foreclosure hereof, Agent shall be entitled to add to the indebtedness found to be due by the court a reasonable estimate of such expenses to be incurred after entry of the decree of foreclosure.

1.16. **Indemnity.** Except if caused by the gross negligence or willful misconduct of Agent or the Lenders and to the extent permitted by applicable law, Mortgagor agrees to hold harmless Agent and Lenders against and from, and reimburse them for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, which may be imposed upon, asserted against, or incurred or paid by it by reason of or in connection with any bodily injury or death or property damage occurring in or upon the Mortgaged Property through any cause whatsoever, or asserted against it on account of any act performed or omitted to be performed hereunder.

1.17. **Agent's Performance of Mortgagor's Liabilities.** If Mortgagor fails to pay any tax, assessment, encumbrance or other imposition, or to furnish insurance hereunder, or to perform any other covenant, condition or term in this Mortgage, the Notes, the Credit Agreement or any other Loan Document beyond any applicable notice or cure periods thereunder, Agent may,



# UNOFFICIAL COPY

but shall not be obligated to, pay, obtain or perform the same. All payments made, whether such payments are regular or accelerated payments, and costs and expenses incurred or paid by Agent in connection therewith shall be due and payable within ten (10) days of written demand. The amounts so incurred or paid by Agent shall bear interest at the Default Rate and such amounts, together with such interest, shall be added to the Secured Liabilities and secured by the lien of this Mortgage and the other Loan Documents. Agent is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any covenant, condition or term that Mortgagor has failed to perform or observe (following the expiration of any applicable notice or cure period), without thereby becoming liable to Mortgagor or any person in possession holding under Mortgagor, except to the extent any claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including, without limitation, attorneys' fees, arise from or are caused solely by or attributable solely to the gross negligence or willful misconduct of Agent or the Lenders. Performance or payment by Agent of any obligation of Mortgagor shall not relieve Mortgagor of such obligation or of the consequences of having failed to perform or pay the same and shall not effect the cure of any Event of Default.

1.18. **Payment of Superior Liens.** To the extent that Agent, after the date hereof, pays any sum due under any provision of law or instrument or document creating any lien superior or equal in priority in whole or in part to the lien of this Mortgage, Agent shall have and be entitled to a lien on the premises equal in parity with that discharged, and Agent shall be subrogated to and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Agent to secure the Notes, the Credit Agreement and all obligations and liabilities secured hereby. Agent shall be subrogated, notwithstanding their release of record, to mortgages, trust deeds, superior titles, vendors' liens, mechanics' and materialmen's liens, charges, encumbrances, rights and equities on the Mortgaged Property to the extent that any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under the Notes or other indebtedness secured hereby.

1.19. **Use of the Mortgaged Property.** Mortgagor shall not suffer or permit the Mortgaged Property, or any portion thereof, to be used for any purpose other than for the purposes for which it is currently being used and, without limitation of the foregoing, Mortgagor shall not use or permit the use of the Mortgaged Property or any portion thereof for any unlawful purpose.

1.20. **Fixture Filing.** Mortgagor and Agent agree that this Mortgage shall be effective from the date of its recording as a fixture filing with respect to all goods and other personal property constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth

(a) Name and Address of Debtor:

Duraco Specialty Tapes LLC  
7400 Industrial Drive  
Forest Park, Illinois 60130

# UNOFFICIAL COPY

(b) Name and Address of Secured Party:

LBC Credit Agency Services, LLC, as Agent  
555 East Lancaster Avenue, Suite 450  
Radnor, Pennsylvania 19087

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

(d) The name of the record owner is Mortgagor.

(e) The real estate to which such fixtures are or are to be attached is that described in **Exhibit A** attached hereto, the record owner of which is Mortgagor.

## ARTICLE TWO DEFAULTS

2.1. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean the occurrence of any "Event of Default" under the Credit Agreement.

## ARTICLE THREE REMEDIES

3.1. **Acceleration of Maturity.** Upon the occurrence and during the continuation of an Event of Default, Agent may declare the Secured Liabilities to be immediately due and payable, and upon such declaration the Secured Liabilities shall immediately become and be due and payable without further demand or notice. The foregoing shall not be in limitation of any provision contained in any other Loan Document, including without limitation any such provision pursuant to which the Secured Liabilities become immediately due and payable without action or election by Agent.

3.2. **Agent's Power of Enforcement.** Upon the occurrence and during the continuation of an Event of Default, Agent may, either with or without entry or taking possession as provided in this Mortgage or otherwise, and without regard to whether or not the Secured Liabilities shall have been accelerated, and without prejudice to the right of Agent thereafter to bring an action of foreclosure or any other action for any Event of Default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding:

(a) to enforce full payment and satisfaction of the Secured Liabilities or the performance of any term hereof or any of the other Loan Documents;

(b) to the extent permitted by applicable law, foreclose this Mortgage and to have sold, as an entirety or in separate lots or parcels, the Mortgaged Property; and

# UNOFFICIAL COPY

(c) to pursue any other remedy available to Agent. Agent may take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Agent may determine.

### 3.3. Agent's Right to Enter and Take Possession, Operate and Apply Income.

(a) Upon the occurrence and during the continuation of an Event of Default (i) Mortgagor, upon demand of Agent, shall forthwith surrender to Agent the actual possession of the Mortgaged Property, and to the extent permitted by applicable law, Agent itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Mortgaged Property and may exclude Mortgagor and its agents and employees wholly therefrom.

(b) If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Agent's demand, Agent may obtain a judgment or decree conferring on Agent the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to Agent, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Agent, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Agent, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

(c) Upon every such entering upon or taking of possession, Agent, to the extent permitted by law, may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof.

(d) In addition to the foregoing, Agent shall have the right, in accordance with Sections 5/15-1701 and 5/15-1702 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-1101 et seq., Illinois Revised Statutes (as such law may be amended, restated or replaced (the "Act")), to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Agent, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all powers, immunities, and duties as provided for in Sections 5/15-1701 and 5/15-1703 of the Act.

3.4. **Receiver – Mortgagee in Possession.** Upon the occurrence and during the continuation of an Event of Default, Agent, to the extent permitted by law and without regard to the value of the Mortgaged Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at Agent's election, to either the appointment by the court of a receiver (without the necessity of Agent posting a bond) to enter upon and take possession of the Mortgaged Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Mortgaged Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the Mortgaged Property, and to collect all rents, income and other benefits thereof, whether by a receiver or otherwise, shall

# UNOFFICIAL COPY

be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Agent shall be liable to account only for such rents, income and other benefits actually received by Agent. Notwithstanding the appointment of any receiver or other custodian, Agent shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Mortgage to Agent. Any such receiver shall have all of the rights and powers described in Section 15-1704 of the Act.

3.5. **Leases.** Upon the occurrence and continuance of an Event of Default, Agent is authorized to foreclose this Mortgage subject to the rights, if any, of any or all tenants of the Mortgaged Property, even if the rights of any such tenants are or would be subordinate to the lien of this Mortgage. Agent may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants.

3.6. **Purchase by Agent.** Upon any foreclosure sale, Agent may bid for and purchase all or any portion of the Mortgaged Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.7. **Application of Foreclosure Sale Proceeds.** The proceeds of any foreclosure sale of the Mortgaged Property or any part thereof received by Agent shall be applied by Agent to the indebtedness secured hereby in such order and manner as prescribed by the Credit Agreement.

3.8. **Application of Indebtedness Toward Purchase Price.** Upon any foreclosure sale, Agent may apply any or all of the indebtedness and other sums due to Agent under the Notes, this Mortgage or any other Loan Document to the price paid by Agent at the foreclosure sale.

3.9. **Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws.** Mortgagor hereby waives any and all rights of redemption. Mortgagor further agrees, to the full extent permitted by law, that in case of an Event of Default, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any reinstatement, appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Agent or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which includes neither agricultural real estate, as defined in Section 15-1201 of the Act, nor residential real estate, as defined in Section 15-1219 of the Act, and to the full extent permitted by law, Mortgagor hereby

# UNOFFICIAL COPY

voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under Section 15-1601 of the Act.

### 3.10. **Mortgagor to Pay the Secured Liabilities in Event of Default; Application of Monies by Agent.**

(a) Upon the occurrence and continuance of an Event of Default, Agent shall be entitled to sue for and to recover judgment against Mortgagor for the Secured Liabilities due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of Agent's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Mortgage; and the right of Agent to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Mortgage, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and of the application of the proceeds of sale to the payment of the Secured Liabilities, Agent shall be entitled to enforce all other rights and remedies under the Loan Documents.

(c) Mortgagor hereby agrees, to the extent permitted by applicable law, that no recovery of any judgment by Agent under any of the Loan Documents, and no attachment or levy of execution upon any of the Mortgaged Property or any other property of Mortgagor, shall (except as otherwise provided by applicable law) in any way affect the lien of this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of Agent hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until the Secured Liabilities are paid in full.

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

### 3.11. **Protective Advances.**

(a) All advances, disbursements and expenditures made by Agent 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 this 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 Agent in accordance with the terms of this Mortgage to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the mortgaged real estate; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 5/15-1302 of the Act;

# UNOFFICIAL COPY

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

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

(iv) attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Sections 1504 (d)(2) and 5/15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Agent for the enforcement of the Mortgage or arising from the interest of Agent hereunder; or (C) in the preparation for the commencement or defense of any such foreclosure or other action related to the Mortgage or the mortgaged real estate;

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

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

(vii) expenses incurred and expenditures made by Agent for any one or more of the following: (A) premiums for casualty and liability insurance paid by Agent whether or not Agent or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or the Agent takes possession of the Mortgaged Property imposed by Subsection (c)(1) of Section 5/15-1704 of the Act; (B) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; and (C) payments required or deemed by Agent to be for the benefit of the Mortgaged Property or required to be made by the owner of the mortgaged real estate under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property.

(b) All Protective Advances shall be so much additional amounts or obligations secured by the Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.



# UNOFFICIAL COPY

(c) 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.

(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in the:

(i) determination of the amount of obligations secured by this Mortgage at any time;

(ii) amount found due and owing to Agent in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional amount becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) if the right of redemption has not been waived by Mortgagor, computation of amount required to redeem, pursuant to Subsections (d)(1) and (2) of Section 5/15-1603 of the Act;

(iv) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Act;

(v) application of income in the hands of any receiver or mortgagee in possession; and

(vi) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Act.

3.12. **Business Loan.** Mortgagor acknowledges and agrees that (a) the proceeds of the Indebtedness will be used in conformance with subparagraph (1)(l) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4 (1)(l)); and (b) the Loans constitute business loans which come within the purview of said Section 4 (815 ILCS 205/4 et seq.).

3.13. **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to Agent or Lenders by the Notes, the Credit Agreement, this Mortgage or any other Loan Document is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Notes, the Credit Agreement or any other Loan Document or now or hereafter existing at law, in equity or by statute.

# UNOFFICIAL COPY

## ARTICLE FOUR MISCELLANEOUS PROVISIONS

4.1. **Heirs, Successors and Assigns Included in Parties.** Whenever Mortgagor or Agent are named or referred to herein, the heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Mortgage shall bind the successors and assigns of Mortgagor, including any subsequent owner of all or any part of the Mortgaged Property and inure to the benefit of the successors and assigns of Agent.

4.2. **Notices.** All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Mortgage to Mortgagor or Agent shall be directed to Mortgagor or Agent, as the case may be, in the manner set forth in the Credit Agreement.

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

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

4.5. **Changes.** Neither this Mortgage nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Agent relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. To the extent permitted by law, any holder of a lien or encumbrance junior to the lien of this Mortgage shall take its lien subject to the right of Agent to amend, modify or supplement this Mortgage, the Notes, the Credit Agreement or any of the other Loan Documents, to extend the maturity of the Secured Liabilities or any portion thereof, to vary the rate of interest chargeable under the Notes and/or the Credit Agreement and to increase the amount of the indebtedness secured hereby, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

4.6. **Governing Law.** Except with respect to the creation, perfection, priority and enforcement of the lien and security interest created hereunder, all of which shall be construed, interpreted, enforced and governed by the laws of the Commonwealth of Illinois, the validity and interpretation of this Mortgage shall be governed by and in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

# UNOFFICIAL COPY

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

4.8. **Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also future advances (whether such advances are obligatory or are to be made at the option of Agent, or otherwise) made by Agent under the Notes or the Credit Agreement, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the principal amount of all indebtedness secured hereby shall, in no event, exceed \$247,370,000.00, exclusive of interest thereon, and other costs, amounts and disbursements as provided herein and in the other Loan Documents.

4.9. **Last Dollar; Release.** The lien of this Mortgage shall remain in effect until the last dollar of the Secured Liabilities is paid in full, at which time Agent and Lenders will execute and deliver to Mortgagor a written and appropriate release or satisfaction of the lien of this Mortgage in recordable form.

4.10. **Time of the Essence.** Time is of the essence with respect to this Mortgage and all the provisions hereof.

4.11. **Credit Agreement.** The Loans are governed by terms and provisions set forth in the Credit Agreement, and in the event of any conflict between the terms of this Mortgage and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

4.12. **Replacement of Notes.** Any one or more of the financial institutions which are or become a party to the Credit Agreement as a Lender may from time to time be replaced and, accordingly, one or more of the Notes may from time to time be replaced, provided that the terms of the Notes following such replacement shall remain the same. As the indebtedness secured by this Mortgage shall remain the same, such replacement of the Notes shall not be construed as a novation and shall not affect, diminish or abrogate Mortgagor's liability under this Mortgage or the priority of this Mortgage.

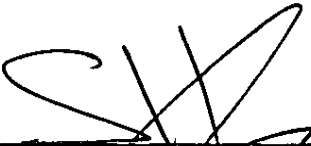
THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

# UNOFFICIAL COPY

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

**MORTGAGOR:**

DURACO SPECIALTY TAPES LLC, a Delaware limited liability company

By:   
Name: Shahreen Hoghighi  
Title: Vice President & Secretary

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

STATE OF California )  
 ) SS  
COUNTY OF Los Angeles )

I, Lauren Tilden, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Shehram Haghghi, the Vice President & Secretary of DURACO SPECIALTY TAPES LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that  he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18<sup>th</sup> day of November, 2019.



[Signature]  
Notary Public

My Commission Expires: 10/12/2022

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

#### PARCEL 1:

LOT 8 (EXCEPT THE WEST 10 FEET AND ALSO EXCEPT THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID LOT 8; THENCE WEST ON THE SOUTH LINE THEREOF AND CONTINUING WEST ON THE EXTENSION OF SAID LINE TO THE WEST LINE OF SAID LOT 8) IN FOREST PARK INDUSTRIAL CENTER INC., RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5 TO 14, TAKEN AS A TRACT IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 9 (EXCEPT THE FOLLOWING PORTION THEREOF:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9; THENCE WEST ON THE NORTH LINE THEREOF, A DISTANCE OF 363.30 FEET TO A POINT OF TANGENCY WITH A CURVED LINE; THENCE SOUTHEASTERLY ON SAID CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 411.20 FEET, A DISTANCE OF 445.74 FEET TO THE EAST LINE OF SAID LOT 9; THENCE NORTH ON SAID LINE, A DISTANCE OF 218.84 FEET TO THE POINT OF BEGINNING) IN FOREST PARK INDUSTRIAL CENTER INC., RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5 TO 14, TAKEN AS A TRACT, IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THAT PART OF LOT 10, LYING EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE THEREOF, 41.02 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT TO A POINT IN THE SOUTH LINE THEREOF, 40.90 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10 IN FOREST PARK INDUSTRIAL CENTER, INC., RESUBDIVISION OF THAT PART OF BLOCKS 1 AND 2 AND LOTS 5 TO 14, TAKEN AS A TRACT IN THE SUBDIVISION OF THE SOUTH 1/2 OF SECTION 24, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 7400 W. Industrial Drive, Forest Park, Illinois 60130

PINs: 15-24-404-011-0000 and 15-24-404-019-0000