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Illinois Anti-Predatory Lending Database Program



Doc# 1936541028 Fee \$88.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 12/31/2019 11:02 AM PG: 1 OF 75

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 19-28-200-033-0000

Address:

Street: 5151 W 73RD STREET

Street line 2:

City: BEDFORD PARK

State: IL

ZIP Code: 60638

Lender: NEW YORK LIFE INSURANCE COMPANY

Borrower: TGA BEDFORD PARK LLC

Loan / Mortgage Amount: \$300,000,000.00

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.

CC#119060641 1/3 CB

Certificate number: 4D6F2DA3-5CAC-43E1-A349-0756705F2564

Execution date: 12/23/2019

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Record And Return To:
Akerman LLP
666 Fifth Avenue 20th Floor
New York, New York 10103
Attn: Samuel S. Lee, Esq.

Space Above This Line for Recorder's Use

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

TGA Bedford Park LLC

Mortgagor

to

NEW YORK LIFE INSURANCE COMPANY,

Mortgagee

Dated as of: December 23, 2019

Premises: 5151 W 73rd Street, Bedford Park, IL

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

Mortgagor's Organizational Identification Number is 7635516

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MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (“Security Instrument”), dated as of December 23, 2019, from **TGA BEDFORD PARK LLC** (“Mortgagor”), a Delaware limited liability company, having an office at c/o Nuveen Real Estate, 2300 N. Field Street, Suite 1650, Dallas, Texas 75201, to **NEW YORK LIFE INSURANCE COMPANY** (“Mortgagee”), a New York mutual insurance company, having an office at 51 Madison Avenue, New York, New York 10010-1603.

Mortgagor and others have executed and delivered to Mortgagee a Promissory Note (“Note”), dated as of the date hereof, payable to the order of Mortgagee in the original principal sum of Three Hundred Million and 00/100 Dollars (\$300,000,000.00), lawful money of the United States of America. The Note is secured by, among other things, this Security Instrument and the terms, covenants and conditions of the Note are hereby incorporated herein and made a part hereof.

Simultaneously herewith, as additional security for the Note, the entities listed on Schedule A attached hereto and made a part hereof (collectively, the “Other Mortgagors”), are delivering to Mortgagee those certain security instruments more particularly described on Schedule B (the “Other Security Instruments”), and together with this Security Instrument, the “Security Instruments”), which encumber the properties (collectively, the “Other Secured Properties”) more particularly described on Schedule C.

In consideration of the sum of Ten Dollars (\$10.00) paid and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged and in order to secure the Obligations (as hereinafter defined), Mortgagor hereby mortgages, grants, assigns, releases, transfers, pledges and sets over to Mortgagee and grants to Mortgagee a security interest in the following property:

GRANTING CLAUSE ONE

All that tract or parcel of land (“Land”) more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

GRANTING CLAUSE TWO

All buildings, structures and improvements (collectively, “Improvements”) now or hereafter located on the Land, including all of Mortgagor’s right, title and interest in and to all machinery, apparatus, equipment and fixtures attached to, or used or procured for use in connection with the operation or maintenance of, any Improvement, all refrigerators, shades, awnings, venetian blinds, screens, screen doors, storm doors, storm windows, stoves, ranges, curtain fixtures, partitions, attached floor coverings and fixtures, apparatus, equipment or articles used to supply sprinkler protection and waste removal, laundry equipment, furniture, furnishings, appliances, office equipment, elevators, escalators, tanks, dynamos, motors, generators, switchboards, communication equipment, electrical equipment, television and radio systems, heating, plumbing, lifting and ventilating apparatus, air-cooling and air conditioning apparatus,

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gas and electric fixtures, fittings and machinery and all other personal property and equipment of every kind and description and all accessions, renewals and replacements thereof and all articles in substitution therefor, provided however, that the following shall be excluded: personal property of any Lessee (as hereinafter defined) except to the extent that it becomes the property of Mortgagor upon expiration or termination of the term of the Lease in question. Whether or not any of the foregoing are attached to the Land or any of the Improvements in any manner, all such items shall be deemed to be fixtures, part of the real estate and security for the Obligations. The Land and Improvements are herein collectively called "Premises". To the extent any of the Improvements are not deemed real estate under the laws of the State, they shall be deemed personal property and this grant shall include all of Mortgagor's right, title and interest in, under and to such personal property and all other personal property now or hereafter attached to or located upon the Premises or used or useable in the management, maintenance or operation of the Improvements or the activities conducted on the Premises, including, all computer hardware and software, but excluding personal property of any Lessee except to the extent that it becomes the property of Mortgagor upon expiration or termination of the term of the Lease in question, and all accessions, renewals and replacements thereof and all articles in substitution therefor (collectively, "Personal Property").

GRANTING CLAUSE THREE

All now or hereafter existing easements and rights-of-way and all right, title and interest of Mortgagor, in and to any land lying within the right-of-way of any street, opened or proposed, adjoining the Premises, any and all sidewalks, alleys and strips and gores of land, streets, ways, passages, sewer rights, waters, water courses, water rights and powers, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, air rights, development rights, covenants, conditions, restrictions, credits and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to, or above or below the Premises, whether now or hereafter existing.

GRANTING CLAUSE FOUR

All intangible rights, interests and properties of Mortgagor relating to the Premises or any part thereof, and necessary or desirable for the continued ownership, use, operation, leasing or management thereof, whether now or hereafter existing, including, any trademarks, service marks, logos or trade names relating to the Premises or by which the Premises or any part thereof may be known and any other franchises or other agreements relating to services in connection with the use, occupancy, or maintenance of the Premises, instruments, actions or rights in action and all intangible property and rights relating to the Premises.

GRANTING CLAUSE FIVE

All accounts receivable, insurance policies, contract rights, interests, rights under all oil, gas and mineral leases and agreements and all benefits arising therefrom, and all other claims, both at law and in equity, relating to the Premises, which Mortgagor now has or may hereafter acquire.

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GRANTING CLAUSE SIX

All estate, interest, right, title and other claim or demand which Mortgagor now has or may hereafter acquire in any and all awards or payments relating to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Premises, including, all awards resulting from a change of grade of any street and awards for severance damages, together, in all cases, with all interest thereon.

GRANTING CLAUSE SEVEN

All proceeds of, and any unearned premiums on, insurance policies covering all or any part of the Premises, including, the right to receive and apply the proceeds of all insurance or judgments related to the Premises, or settlements made in lieu thereof.

GRANTING CLAUSE EIGHT

All estate, interest, right, title and other claim or demand which Mortgagor now has or may hereafter acquire against anyone with respect to any damage to all or any part of the Premises, including damage arising or resulting from any defect in or with respect to the design or construction of all or any part of the Improvements.

GRANTING CLAUSE NINE

All deposits or other security or advance payments, including, rental payments, made by or on behalf of Mortgagor to others in connection with the Obligations or the ownership or operation of all or any part of the Premises, including, any such deposits or payments made with respect to (a) Impositions (as hereinafter defined), (b) insurance policies, (c) utility service, (d) cleaning, maintenance, repair or similar services, (e) refuse removal or sewer service, (f) rental of equipment, if any, used by or on behalf of Mortgagor, and (g) parking or similar services or rights.

GRANTING CLAUSE TEN

All remainders, reversions or other estates in the Premises or any part thereof.

GRANTING CLAUSE ELEVEN

All management contracts, permits, certificates, licenses, approvals, contracts, entitlements and authorizations, however characterized, now or hereafter issued or in any way furnished for the acquisition, construction, development, operation and use of the Land, the Improvements or the Leases, including, building permits, environmental certificates, licenses, certificates of operation or occupancy, warranties and guaranties, except, in each case, to the extent that such mortgage, grant, assignment, transfer or pledge (i) is restricted by the terms of such management contract, permit, certificate, license, approval, contract, entitlement or authorization and such restriction is enforceable under applicable law or (ii) is not permitted pursuant to applicable law.

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GRANTING CLAUSE TWELVE

All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing, including personal property acquired with cash proceeds.

TO HAVE AND TO HOLD THE SECURED PROPERTY, WITH ALL THE PRIVILEGES AND APPURTENANCES TO THE SAME BELONGING, AND WITH THE POSSESSION AND RIGHT OF POSSESSION THEREOF, UNTO MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER.

DEFINITIONS AND INTERPRETATION

As used in this Security Instrument, the following terms shall have the meanings specified below.

“Acceptable Delaware LLC” shall mean a limited liability company formed under Delaware law which (a) has at least one springing member, which, upon the dissolution of all of the members of such limited liability company or the withdrawal or the disassociation of all of the members from such limited liability company, shall immediately become the sole member of such limited liability company, (b) has a duly appointed Independent Director (if required by Mortgagee) and (c) otherwise meets Mortgagee's criteria applicable to such entities.

“Assignment” shall mean the Assignment of Leases, Rents, Income and Cash Collateral, dated as of the date hereof, from Mortgageor, as assignor, to Mortgagee, as assignee.

“Business Day” shall mean all days except Saturdays, Sundays and U.S. federal holidays.

“Code” shall mean the Uniform Commercial Code of the State.

“Condemnation Proceedings” shall have the meaning set forth in Section 1.07A.

“Debt Coverage Ratio” shall mean a fraction, (i) the numerator of which shall equal the projected net operating income of the Secured Property and the Other Secured Properties for the three (3) calendar month period immediately following the date of the calculation thereof, annualized, and (ii) the denominator of which shall equal the aggregate of the projected interest-only payments for such period with respect to the indebtedness due pursuant to the Loan Instruments. Such calculation shall be as reasonably determined by Mortgagee.

“Delaware LLC Act” shall mean the Delaware Limited Liability Company Act (6 Del. C. §18-101 et seq.), as amended from time to time.

“Environmental Claim” shall have the meaning set forth in the Environmental Indemnity Agreement.

“Environmental Damage” shall have the meaning set forth in the Environmental Indemnity Agreement.

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“Environmental Indemnity Agreement” shall mean that certain the Environmental Indemnity Agreement, of even date herewith, made by Mortgagor and others in favor of Mortgagee, as such Environmental Indemnity Agreement may be amended or replaced.

“Environmental Report” shall mean that certain Phase 1 Environmental Site Assessment, dated July 26, 2019, prepared by CBRE.

“Environmental Requirements” shall have the meaning set forth in the Environmental Indemnity Agreement.

“ERISA” shall have the meaning set forth in Section 2.12.

“Event of Default” shall have the meaning set forth in Section 3.01.

“Governmental Agency” shall mean any government, quasi-governmental or government sponsored enterprise, legislative body, commission, board, regulatory authority, bureau, administrative or other agency, court, arbitrator, grand jury or any other public body or entity or instrumentality, whether domestic, foreign, federal, state, county or municipal.

“Guarantor” shall mean any guarantor of all or any portion of the Obligations and any indemnitor (other than Mortgagor) under any Environmental Indemnity Agreement or similar agreement executed by Mortgagor and an indemnitor in favor of Mortgagee.

“Hazardous Materials” shall have the meaning set forth in the Environmental Indemnity Agreement.

“Hazardous Materials Claims” shall have the meaning set forth in Section 1.05E(4).

“Impositions” shall have the meaning set forth in Section 1.02A.

“Improvements” shall have the meaning set forth in Granting Clause Two.

“Increased Rate” shall have the meaning set forth in the Note.

“Indemnified Claims” shall have the meaning set forth in Section 1.05E(1).

“Independent Director” shall have the meaning set forth in Section 5.20U.

“Land” shall have the meaning set forth in Granting Clause One.

“Lease” and “Leases” shall have the respective meanings set forth in Section 1.08A.

“Legal Requirements” shall mean all present or future laws, statutes, permits, approvals, authorizations, franchises, ordinances, restrictions, orders, rules, codes, regulations, judgments, decrees, injunctions or requirements of all Governmental Agencies or any officers thereof, including any Board of Fire Underwriters.

“Lessee” shall have the meaning set forth in Section 1.08A.

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“Loan” shall mean the mortgage loan evidenced by the Note and secured by this Security Instrument.

“Loan Instruments” shall mean the Note, this Security Instrument, the Assignment and each other instrument now or hereafter given to evidence, secure, indemnify, guaranty or otherwise assure or provide for the payment or performance of the Obligations or otherwise executed in connection with the Loan by Mortgagor, Guarantor or any other Person liable for any of the Obligations.

“Minor Casualty” shall have the meaning set forth in Section 1.03(H)(1).

“Minor Condemnation” shall have the meaning set forth in Section 1.07(B)(2).

“Major Casualty” shall have the meaning set forth in Section 1.03(H)(2).

“Major Condemnation” shall have the meaning set forth in Section 1.07(B)(3).

“Make-Whole Amount” shall have the meaning set forth in the Note.

“Material Action” shall mean (a) any proposed insolvency or bankruptcy proceeding of Mortgagor or any SPE Principal, (b) any dissolution or liquidation of Mortgagor or any SPE Principal, and (c) any amendment or modification of any provision of Mortgagor’s or any SPE Principals organizational documents relating to its purpose or bankruptcy-remote status.

“Maturity Date” shall have the meaning set forth in the Note.

“Mortgagee’s Architect” shall mean a licensed architect or registered engineer reasonably approved by Mortgagee.

“Note” shall have the meaning set forth in the second introductory paragraph of this Security Instrument.

“Obligations” shall mean and include all indebtedness, obligations, covenants, agreements and liabilities of Mortgagor to Mortgagee, including all obligations to pay interest, the Make-Whole Amount and all charges and advances, whether direct or indirect, existing, future, contingent or otherwise, due or to become due, pursuant to or arising out of or in connection with the Note, this Security Instrument, the Assignment or any other Loan Instrument, all modifications, extensions and renewals of any of the foregoing and all actual out of pocket expenses and costs of collection or enforcement, including out of pocket attorneys’ fees and disbursements incurred by Mortgagee in the collection or enforcement of any of the Loan Instruments or in the exercise of any rights or remedies pursuant to the Loan Instruments or applicable law.

“OFAC” shall have the meaning set forth in Section 2.08.

“Partial Foreclosure” shall have the meaning set forth in Section 4.01B.

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“Person” shall mean a corporation, a limited or general partnership, a limited liability company or partnership, a joint stock company, a joint venture, a trust, an unincorporated association, a Governmental Agency, an individual or any other entity similar to any of the foregoing.

“Personal Property” shall have the meaning set forth in Granting Clause Two.

“Premises” shall have the meaning set forth in Granting Clause Two.

“Proceeds” shall have the meaning set forth in Section 1.03F(2).

“Release” shall mean any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the environment.

“Rents” shall mean all rents, issues, profits, cash collateral, royalties, income and other benefits derived from any Lease or use of the Secured Property or any part thereof (including benefits accruing from all present or future leases and agreements, including oil, gas and mineral leases and agreements).

“Secured Property” shall mean the Premises, the Personal Property and all other rights and interests described in the Granting Clauses of this Security Instrument.

“SPE Principal” shall mean the special purpose entity that is (a) the general partner of Mortgagor, if Mortgagor is a limited partnership, or the managing member of Mortgagor, if Mortgagor is a limited liability company (other than an Acceptable Delaware LLC, for which no SPE Principal shall be required) and (b) an Acceptable Delaware LLC or a corporation that is a special purpose entity satisfying the requirements of Section 5.20.

“State” shall mean the State, Commonwealth or territory in which the Land is located.

“Transfer” shall have the meaning set forth in Section 1.11B.

As used in this Security Instrument (a) words such as “herein”, “hereof”, “hereto”, “hereunder” and “hereby” or similar terms refer to this Security Instrument as a whole and not to any specific Section or provision hereof; (b) wherever the singular or plural number or the masculine, feminine or neuter gender is used, it shall include each other number or gender; and (c) the word “including” shall mean “including, without limitation,” and the word “includes” shall mean “includes, without limitation.”

ARTICLE 1

COVENANTS AND AGREEMENTS

Mortgagor hereby covenants and agrees as follows:

1.01 Payment, Performance and Security. Mortgagor shall pay when due the amount of, and otherwise timely perform, all Obligations. This Security Instrument shall secure all Obligations.

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1.02 Payment of Taxes, Assessments, etc.

1.02A. Impositions. Subject to Section 1.04, Mortgagor shall pay when due and payable, before any fine, penalty, interest or cost for the nonpayment thereof may be added thereto, and without any right of offset or credit against any interest or other amounts payable to Mortgagee pursuant to this Security Instrument or on the Note, all taxes, assessments, water and sewer rents, rates and charges, transit taxes, charges for public utilities, excises, levies, vault taxes or charges, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, unforeseen and foreseen, of any kind and nature whatsoever (including penalties, interest costs and charges accrued or accumulated thereon), which at any time may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect to, or become a lien on, the Secured Property or any part thereof, or any appurtenance thereto (all of the foregoing collectively, "Impositions" and individually, an "Imposition").

1.02B. Installments. Notwithstanding anything to the contrary contained in Section 1.02A, if by law any Imposition, at the option of the taxpayer, may be paid in installments, and provided interest shall not accrue on the unpaid balance of such Impositions, Mortgagor may exercise the option to pay the same in installments and, in such event, shall pay such installments as the same become due and before any fine, penalty, interest or cost may be added thereto.

1.02C. Receipts. Mortgagor, upon written request of Mortgagee, will furnish to Mortgagee within ten (10) days before the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Mortgagee, evidencing the payment thereof. Notwithstanding the foregoing, Mortgagor shall not be obligated to furnish such receipt or other evidence with regard to Impositions paid directly by Mortgagee pursuant to Section 1.04.

1.02D. Evidence of Payment. The bill, certificate or advice of nonpayment, issued by the appropriate official (designated by law either to make or issue the same or to receive payment of any Imposition), of the nonpayment of an Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill. In the event that Mortgagor fails, within ten (10) Business Days after Mortgagee's written demand, to provide evidence satisfactory to Mortgagee that the payment of all Impositions is current and that there is no Imposition due and owing or which has become or given rise to a lien on the Secured Property or any part thereof or any appurtenance thereto, Mortgagor shall pay Mortgagee all charges, costs and expenses of every kind, including each tax service search fee or charge incurred by Mortgagee in connection with obtaining such evidence, plus interest at the Increased Rate, no later than ten (10) Business Days following Mortgagee's written demand therefor, which written demand shall be delivered to Mortgagor promptly following the date on which Mortgagee incurred such charge, cost or expense, and such costs and expenses shall be secured by this Security Instrument.

1.02E. Payment by Mortgagee. If Mortgagor shall fail to pay any Imposition in accordance with the provisions of this Section 1.02, Mortgagee, at its option and at such time as it may elect, may pay such Imposition, but shall be under no obligation to do so. Mortgagor will repay to Mortgagee, on demand, any amount so paid by Mortgagee, with interest thereon at the

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Increased Rate from the date of such payment by Mortgagee to the date of repayment by Mortgagor. This Security Instrument shall secure each such amount and such interest.

1.02F. Change in Law. In the event of the passage after the date of this Security Instrument of any law deducting the Obligations from the value of the Secured Property or any part thereof for the purpose of taxation or resulting in any lien thereon, or changing in any way the laws now in force for the taxation of this Security Instrument or the Obligations for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of Mortgagee, then, and in such event, Mortgagor shall bear and pay the full amount of such taxes, provided that if for any reason payment by Mortgagor of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the Loan or the Obligations wholly or partially usurious under any of the terms or provisions of the Note, this Security Instrument or otherwise, Mortgagee may, at its option, declare all Obligations secured by this Security Instrument, with interest thereon, to be due and payable within sixty (60) days of notice thereof (in which event no Make-Whole Amount shall apply), or Mortgagee may, at its option, pay that amount or portion of such taxes as renders the Loan or the Obligations unlawful or usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of such taxes.

1.02G. Joint Assessment. Mortgagor shall not suffer, permit or initiate the joint assessment of the Premises and the Personal Property, or any other procedure whereby personal property taxes and real property taxes shall be assessed, levied or charged to the Secured Property as a single lien.

1.02H. Permitted Contests. Notwithstanding anything herein to the contrary, if, and for so long as, no Event of Default has occurred (or, if an Event of Default has occurred, Mortgagee has delivered written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default), Mortgagor shall have the right to contest the amount or the validity, in whole or in part, of any one or more Impositions by appropriate proceedings diligently conducted in good faith and without cost or expense to Mortgagee. Subject to the provisions of Section 1.02I and provided Mortgagor is in compliance with the provisions of the next sentence, Mortgagor may postpone or defer payment of such Imposition if Mortgagor, on or before the due date thereof, shall satisfy one of the following (at Mortgagor's option to choose which one): (1) deposit or cause to be deposited with Mortgagee a surety bond issued by a surety company of recognized responsibility acceptable to Mortgagee, guaranteeing and securing the payment in full of such Imposition, pending the determination of such contest, (2) deposit or cause to be deposited with Mortgagee an amount equal to one hundred percent (100%) of such Imposition or any balance thereof remaining unpaid, and from time to time, but not more frequently than quarterly, deposit amounts in order to keep on deposit at all such times an amount equal to one hundred percent (100%) of the Imposition remaining unpaid, or (3) furnish or cause to be furnished to Mortgagee other security reasonably satisfactory to Mortgagee. If such deposit is made or such security furnished and Mortgagor continues in good faith to contest the validity of such Imposition by appropriate legal proceedings which shall operate to prevent the collection of such Imposition so contested, the imposition of interest, fines or other penalties with respect to such Imposition and the sale of the Secured Property or any part thereof to satisfy such Imposition, Mortgagor shall have no obligation to pay such Imposition until such time as it has been finally determined to be a valid, due and payable Imposition. Upon termination of any

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such proceeding, or at any earlier time that Mortgagor shall have been adjudicated liable for the payment of such Imposition, Mortgagor shall promptly send a written notice thereof to Mortgagee, together with a written request that Mortgagee disburse any amounts that may have been deposited pursuant to this Section 1.02H to payment of such Imposition. Mortgagor shall pay in full the amount of such Imposition or part thereof as shall have been finally determined in such proceeding, together with all liabilities in connection therewith. In the event that the amount deposited with Mortgagee pursuant to this Section 1.02(H) is not sufficient, Mortgagee shall have the full power and authority to apply or require the application of any amounts that may have been deposited pursuant to this Section 1.02H to payment of any unpaid Imposition. However, Mortgagee shall not have any liability for application of, or failure to apply, any amount so deposited, except for Mortgagee's intentional and willful failure to apply a deposited amount after Mortgagor shall have notified Mortgagee of such final decision and Mortgagor or the Person making such deposit shall have requested in writing the application of such amount to the payment of the particular Imposition with respect to which it was deposited. Mortgagee shall repay to Mortgagor, or as directed by Mortgagor, the remainder of any such deposit after payment in full of the related Imposition, unless an Event of Default has occurred pursuant to any of the Loan Instruments. Notwithstanding the foregoing, if an Event of Default has occurred, and at any time thereafter until such time as Mortgagee delivers written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default, Mortgagee may, in its discretion, apply all or any part of such remainder to the curing of any default or Event of Default under the Loan. After the curing of all such defaults and Events of Default (and the payment in full of all then due and payable Impositions), Mortgagee shall pay the remainder of such surplus, if any, to Mortgagor.

1.02I. No Lease Default. If contesting the validity or amount of any Imposition shall cause a breach of any of the terms, conditions or covenants required to be performed by Mortgagor as lessor under any Lease, Mortgagor shall not have the right to contest the same as provided in Section 1.02H, and Mortgagor shall pay such Imposition pursuant to Section 1.02A.

1.03 Insurance.

1.03A. All Risk Coverage.

(1) Mortgagor, at its sole cost and expense, shall keep the improvements and the Personal Property insured against loss or damage by fire and against loss or damage by other risks now covered by "All Risk" or "Special Perils insurance, in form and substance satisfactory to Mortgagee. Such All Risk or Special Perils insurance shall cover acts of terrorism (both foreign and domestic) ("Terrorism Insurance") and earthquake insurance and windstorm insurance. If any of the Terrorism Insurance or earthquake insurance or windstorm insurance is obtained through a separate insurance policy rather than as part of an All Risk or Special Perils policy, the requirements set forth herein with respect to All Risk or Special Perils insurance, nevertheless, shall be deemed to apply to any such insurance provided in a separate policy, including the rent and/or business interruption insurance described in Section 1.03A(3) below.

(2) The All Risk or Special Perils insurance shall be in an amount equal to at least one hundred percent (100%) of the full replacement cost of the Improvements and the Personal Property, including work performed for tenants, without deduction for depreciation,

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except that earthquake insurance will be based on a Scenario Upper Loss calculation. The "All Risk" or "Special Perils insurance" shall include coverage for law and ordinance, demolition and increased cost of construction and an agreed amount endorsement for the estimated replacement cost.

(3) The All Risk or Special Perils insurance (including any terrorism, earthquake or windstorm coverage included in such insurance) shall include rent and/or business income interruption insurance coverage, including coverage for rental loss (a) of not less than eighteen (18) months of aggregate rentals or (b) Actual Loss Sustained, with no time element restrictions, and in the case of the coverage described in the preceding clause (a) or clause (b), an Extended Period of Indemnity of not less than twelve (12) months. The rental loss coverage with respect to each Lease shall include all Rent payable thereunder, including minimum rent, escalation charges, percentage rent and all other additional rent of every kind and any other amounts payable by tenants or other occupants, from time to time, at the Secured Property pursuant to Leases or otherwise.

1.03B. Additional Coverage. Mortgagor, at its sole cost and expense, shall at all times also maintain:

(1) Commercial general liability insurance against claims for bodily injury, personal injury or property damage, occurring in, on, under or about the Secured Property or in, on, under or about the adjoining streets, sidewalks and passageways; such insurance to be in amounts and in form and substance satisfactory to Mortgagee;

(2) If the Improvements are located in a flood hazard area, flood insurance on the Improvements and the Personal Property, in an amount equal to one hundred percent (100%) of the full replacement cost of the Improvements and the Personal Property, including work performed for tenants, without deduction for depreciation and including rent and/or business interruption insurance as described in Section 1.03A(3) above;

(3) Insurance, in such amounts as Mortgagee shall from time to time require, against loss or damage from leakage or explosion of steam boilers, air conditioning equipment, pressure vessels or similar apparatus, now or hereafter installed in or on the Secured Property; and

(4) Such other insurance and any replacements, substitutions or additions thereto as shall at any time be required by Mortgagee against other insurable hazards, including earthquake, war risk, terrorism, nuclear reaction or radioactive contamination, each in such amount as Mortgagee shall reasonably determine.

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1.03C. Separate Insurance. Mortgagor shall not carry separate insurance, concurrent in kind or form and contributing in the event of loss with any insurance required hereunder. Mortgagor may, however, effect for its own account any insurance not required pursuant to the provisions of this Security Instrument, but any such insurance effected by Mortgagor on the Secured Property, whether or not required pursuant to this Section 1.03, shall be for the mutual benefit of Mortgagor and Mortgagee, as their respective interests may appear, and shall be subject to all other provisions of this Section 1.03.

1.03D. Insurers; Policies.

(1) All insurance provided for in this Section 1.03 shall be effected under valid and enforceable policies issued by financially responsible insurers, rated by A.M. Best as "A" or better and as having a class size of at least "VIII" and authorized to do business in the State, with deductibles reasonably acceptable to Mortgagee and otherwise in form and substance reasonably acceptable to Mortgagee. An original or certified copy of all such policies shall be deposited with and held by Mortgagee and shall contain the standard non-contributory mortgagee clause in favor of Mortgagee and a waiver of subrogation endorsement, all in form and content satisfactory to Mortgagee. All such policies shall contain a provision (which provision may be by endorsement) that such policies will not be cancelled or materially amended by the insurer (including any reduction in the scope or limits of coverage), without at least thirty (30) days' prior written notice to Mortgagee. Not less than ten (10) days prior to the expiration dates of the expiring policies theretofore furnished pursuant to this Section 1.03, Mortgagor shall (i) pay the insurance premium for each such policy and (ii) deliver a certificate to Mortgagee evidencing the full payment of the annual premium or other evidence reasonably satisfactory to Mortgagee of such payment. Mortgagor shall deliver originals of each such policy to Mortgagee not later than thirty (30) days after the expiration date of the previous policy.

(2) Mortgagor's insurance policies may be part of a blanket insurance policy provided that (a) such blanket policy specifically lists the Secured Property as covered and includes the per occurrence and aggregate limits (if any) for the Secured Property, which limits must be acceptable to Mortgagee, (b) Mortgagee receives the documentation reasonably required to determine the adequacy of the shared blanket limits among the properties insured by the blanket policy, which documentation shall include, a list of the properties covered by the blanket policy, including the Secured Property, and their respective locations and a statement of insurable values for all Special Perils, for each of such properties and a Catastrophe Loss Analysis by an independent, qualified catastrophe modeling firm, approved by Mortgagee on an annual basis, and (c) the blanket policy includes an endorsement naming Mortgagee, with respect to any property insurance, as a certificate holder, mortgagee and lender loss payee and with respect to any liability insurance, as an additional insured.

1.03E. Mortgagee's Right to Secure Coverage. If Mortgagor fails to furnish to Mortgagee and keep in force the original policies of insurance required by this Section 1.03, Mortgagee, at its option, may procure such insurance, which procurement, at Mortgagee's further option, may be by the purchase of insurance policies or by the addition of the Secured Property to Mortgagee's blanket policy. In the event that Mortgagee has exercised either of such options, promptly upon demand by Mortgagee, Mortgagor (i) will reimburse Mortgagee for all premiums on the policies purchased by Mortgagor or (ii) in the event Mortgagee has added the Secured

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Property to its blanket policy, will pay to Mortgagee an amount equal to the estimated cost of the insurance coverage which Mortgagee has added to its blanket policy had such coverage been obtained under a separate policy and not under a blanket policy, in either case, with interest thereon at the Increased Rate from the date Mortgagee pays such premiums to the date Mortgagor repays such premiums to Mortgagee in full. Until they are so repaid, this Security Instrument shall secure the amount of such premiums and interest.

1.03F. Damage or Destruction. Upon the occurrence of any damage or casualty to the Secured Property or any part thereof, the following shall apply:

(1) Mortgagor shall give Mortgagee written notice of such damage or casualty as soon as possible, but not later than ten (10) Business Days from the date such damage or casualty occurs.

(2) All proceeds of insurance ("Proceeds") paid or to be paid pursuant to any of the policies maintained pursuant to this Security Instrument shall be payable to Mortgagee. Mortgagee acknowledges that the Proceeds will not exceed the actual loss sustained. Mortgagor hereby authorizes and directs any affected insurer to make payment of the Proceeds directly to Mortgagee. Mortgagee may commingle, with other monies in Mortgagee's possession, all Proceeds received by Mortgagee. All such Proceeds shall constitute additional security for the Obligations and Mortgagor shall not be entitled to the payment of interest thereon. Mortgagee may, but shall not be obligated to, make proof of loss if not made promptly by Mortgagor. In the event of a Minor Casualty, Mortgagor may settle and adjust such claim so long as no Event of Default has occurred and is continuing. Any such adjustment must be carried out by Mortgagor in a commercially reasonable and timely manner. In the event of any damage or destruction to the Secured Property that is not a Minor Casualty, or if an Event of Default then exists, Mortgagor may settle and adjust such claim only with the prior written consent of Mortgagee (which consent shall not be unreasonably withheld or delayed) and Mortgagee shall have the opportunity to participate, at Mortgagor's cost, in any such adjustment; provided, however, if Mortgagor fails to settle and adjust any such claim within ninety (90) days after the occurrence of such damage or destruction, Mortgagee shall have the right to settle and adjust such claim at Mortgagor's cost and without Mortgagor's consent.

(3) Mortgagee shall have the option, in its discretion, and without regard to the adequacy of its security hereunder, of applying all or part of the Proceeds to (a) the Obligations, whether or not then due, in such order as Mortgagee shall determine, (b) the repair or restoration of the Secured Property, (c) reimburse Mortgagee for its costs and expenses in connection with the recovery of the Proceeds, or (d) any combination of the foregoing.

(4) Unless Mortgagee fails to make Proceeds available to Mortgagor for restoration in violation of this Security Instrument, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Secured Property as provided in Section 1.05 or restoring all damage or destruction to the Secured Property, in the event that the Proceeds are insufficient in amount, and Mortgagor shall be responsible for payment of any costs and expenses of such repair, maintenance and restoration in excess of the amount of Proceeds. The application or release by Mortgagee of any Proceeds shall not cure or waive any Event of

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Default or notice of default pursuant to this Security Instrument or invalidate any act done pursuant to such notice.

1.03G. Transfer of Interest in Policies. In the event of the foreclosure of this Security Instrument or other transfer of title or assignment of the Secured Property in payment and performance, in whole or in part, of the Obligations, all right, title and interest of Mortgagor in and to all policies of insurance required by this Section 1.03 shall inure to the benefit of, and pass to the purchaser or grantee of the Secured Property except to the extent prohibited under such policies of insurance. If, prior to Mortgagee's receipt of the Proceeds, the Secured Property shall have been sold through the foreclosure of this Security Instrument or other similar proceeding, Mortgagee shall have the right to receive the Proceeds to the extent that any portion of the Obligations are still unpaid after application of the proceeds of the foreclosure sale or similar proceeding, plus attorney's fees and other costs and disbursements incurred by Mortgagee in connection with the collection of the Proceeds and in establishing the amount of and collecting the deficiency. Mortgagor hereby assigns, transfers and sets over to Mortgagee all of the Mortgagor's right, title and interest in and to said sum. The balance, if any, shall be paid to Mortgagor, or as otherwise required by law.

1.03H. Mortgagor's Use of Proceeds.

(1) Notwithstanding any provision herein to the contrary, in the event of any destruction to the Secured Property by fire or other casualty resulting in Proceeds of not more than One Million and No/100 Dollars (\$1,000,000) per occurrence (a "Minor Casualty"), Mortgagee shall thereupon make a single disbursement of the entire Proceeds to Mortgagor for repair and restoration, provided that no Event of Default has occurred (or, if an Event of Default has occurred, Mortgagee has delivered written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default.)

(2) Notwithstanding any provision herein to the contrary, but subject to the provisions of Section 1.03(H)(5), in the event of any destruction to the Secured Property by fire or other casualty that exceeds the Minor Casualty threshold, but that damages not more than fifty percent (50%) of the leasable area of the Improvements, the Proceeds shall be made available to Mortgagor for repair and restoration, after deducting therefrom and payment to Mortgagee of an amount equal to Mortgagee's actual out of pocket costs in connection with collection, review and disbursement of the Proceeds of such damage or casualty, provided that:

- (a) The Proceeds are deposited with Mortgagee;
- (b) No Event of Default shall have occurred under the terms of any of the Loan Instruments (or, if an Event of Default has occurred, Mortgagee has delivered written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default);
- (c) The insurer does not deny liability to any named insured;
- (d) Mortgagee is furnished with, and has approved (i) a complete, final set of plans and specifications for the work to be performed in connection with

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the repair or restoration, (ii) an estimate of the cost of repair and restoration, and (iii) a certificate of Mortgagee's Architect as to such costs;

(e) The value, quality and condition of the Secured Property so repaired or restored shall be at least equal to that of the Secured Property prior to such damage or casualty, as reasonably determined by Mortgagee;

(f) Mortgagor furnishes Mortgagee with evidence reasonably satisfactory to Mortgagee that all Improvements so repaired or restored and their use shall fully comply with all applicable (i) easements, covenants, conditions, restrictions or other private agreements or instruments of record affecting the Secured Property and (ii) Legal Requirements;

(g) If the estimated cost of such repair or restoration exceeds the Proceeds available, Mortgagor shall (i) furnish a bond of completion or provide other evidence satisfactory to Mortgagee of Mortgagor's ability to pay such excess costs, or (ii) deposit with Mortgagee additional funds equal to such excess;

(h) Mortgagee shall have received written notice of damage or casualty from Mortgagor within ten (10) Business Days from the date of such damage or casualty, which notice shall state the date of such damage or casualty, and shall contain a request to Mortgagee to make the Proceeds available to Mortgagor;

(i) Mortgagee shall have received a report or proof of claim from the insurer describing the damage or casualty and the insurer's payment therefor;

(j) During and after the repair and restoration period, the aggregate monthly net income pursuant to rent and/or business income interruption insurance coverage and/or pursuant to all Leases remaining in full force and effect shall be in an amount sufficient to pay the monthly installments of principal, if any, and interest required to be paid on the Obligations, all payments for taxes and insurance required pursuant to Section 1.04 and all Secured Property operating expenses, as reasonably estimated by Mortgagee;

(k) At the time of the casualty, the Debt Coverage Ratio is not less than 1.50x (provided that solely for purposes of this Section 1.03H(2)(k), when calculating Debt Coverage Ratio, the projected net operating income shall include Proceeds from rent loss insurance);

(l) The repair or restoration is completed within eighteen (18) months of the date of such damage or casualty and in all events prior to the Maturity Date; and

(m) At the time of the casualty, such destruction to the Secured Property, together with any damage or destruction to any of the Other Secured Properties by fire or other casualty, does not exceed twenty-five percent (25%) of the aggregate leasable area of (i) the Improvements (as defined herein) plus (ii) the Improvements (as defined in the Other Security Instruments).

(3) Mortgagee shall disburse the Proceeds during the course of repair or restoration upon (a) the certification of Mortgagee's Architect as to the cost of the work done,

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if so required by Mortgagee (b) the conformity, as determined by Mortgagee, of the work to plans and specifications approved by Mortgagee, and (c) receipt of evidence from a title insurance company acceptable to Mortgagee that there are no liens arising out of the repair or restoration or otherwise. Notwithstanding the above, a portion of the Proceeds may be released prior to the commencement of repair or restoration to pay for items approved by Mortgagee in its reasonable discretion. Subject to satisfaction of the foregoing conditions, Mortgagee shall make such disbursements within ten (10) Business Days after a written request by Mortgagor. No payment made prior to the final completion of work shall exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of the Proceeds remaining with Mortgagee must be at least sufficient to pay for the cost of completion of the work (as estimated by Mortgagee in its reasonable discretion), free and clear of liens. Mortgagee shall make final payment after receipt of a certification of Mortgagee's Architect confirming the completion of the work in accordance with plans and specifications approved by Mortgagee.

(4) At its option, Mortgagee shall (a) return to Mortgagor the balance of the Proceeds after full disbursement in accordance with Sections 1.03H(1) and (2), or (b) apply such balance to the Obligations, whether or not then due, in such order as Mortgagee shall determine.

(5) In all cases in which any destruction of the Secured Property by fire or other casualty occurs during the last six (6) months prior to the Maturity Date, or in Mortgagee's reasonable judgment, Mortgagor is not diligently proceeding with the repair or restoration, Mortgagee shall have the options set forth in Section 1.03 F(3).

(6) Notwithstanding any provision to the contrary herein or in the Note, in the event that the requirements set forth in Section 1.03(H)(2) are not satisfied, as determined by Mortgagee in Mortgagee's reasonable discretion, Mortgagee shall have the option, in its discretion, and without regard to the adequacy of its security hereunder, of applying all or part of the Proceeds to (a) the Obligations, whether or not then due, in such order as Mortgagee shall determine, (b) the repair or restoration of the Secured Property, (c) reimburse Mortgagee for its costs and expenses in connection with the recovery of the Proceeds, or (d) any combination of the foregoing, in which event the Make-Whole Amount shall be due and payable if required under the Note. Notwithstanding any provision to the contrary herein or in the Note, if Mortgagee elects to apply any portion of the Proceeds to the Obligations, Mortgagor shall have the right, at its option, to fully prepay the outstanding principal balance of the Obligations, subject to and in accordance with the notice provisions and time periods set forth in the Note, in which event no Make-Whole Amount shall apply.

(7) Under no circumstances shall Mortgagee become personally liable for the fulfillment of the terms, covenants and conditions contained in any of the Leases or obligated to take any action to repair or restore the Secured Property.

1.04 Escrow Payments. To further secure the Obligations as to payment of the Impositions (as set forth in Section 1.02) and premiums for insurance (as set forth in Section 1.03), Mortgagor will pay to Mortgagee, or its designee, on the due date of each monthly installment of principal, if any, and/or interest pursuant to the Note, a sum equal to the

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Impositions and insurance premiums next due on the Secured Property, all as estimated by Mortgagee, less all sums already paid with respect to the Impositions and insurance premiums for such period, divided by the number of months to elapse before one month prior to the date when such Impositions and insurance premiums shall become due and payable. Mortgagee or its designee shall hold all payments without any obligation for the payment of interest thereon to Mortgagor and free of all liens or claims on the part of creditors of Mortgagor and as a part of the Secured Property. Mortgagee or its designee shall use such payments to pay current Impositions and insurance premiums, as the same accrue and are payable. Such payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, or its designee. If at any time and for any reason Mortgagee determines that such payments are insufficient to pay the Impositions and insurance premiums in full as they become payable, Mortgagor will pay to Mortgagee or its designee, within ten (10) days after demand therefor, such additional sum or sums as may be required in order for Mortgagee or its designee to so pay such Impositions and insurance premiums in full. Mortgagor shall furnish Mortgagee with the bills therefor within sufficient time to enable Mortgagee or its designee to pay the Impositions and insurance premiums before any penalty attaches and before any policy lapses. Upon the occurrence of an Event of Default, and until such time thereafter as Mortgagee delivers written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default, Mortgagee may, at its discretion and without regard to the adequacy of its security hereunder, apply any unused portion of such payments to the payment of the Obligations in such manner as it may elect. Transfer of legal title to the Secured Property shall automatically transfer to the new owner any then remaining rights of Mortgagor in all sums held by Mortgagee pursuant to this Section 1.04.

1.05 Care and Use of the Premises.

1.05A. Maintenance and Repairs. Mortgagor, at its sole cost and expense, shall (1) take good care of the Secured Property and, to the extent required by Legal Requirements or by instruments of record affecting the Secured Property, the sidewalks and curbs adjoining the Secured Property and keep the same in good order and condition, (2) make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, (3) not commit or suffer to be committed any waste of the Secured Property, and (4) not do or suffer to be done anything which will increase the risk of fire or other hazard to the Secured Property or any part thereof.

1.05B. Standard of Repairs. The necessity for and adequacy of repairs to the Secured Property pursuant to Section 1.05A shall be measured by the standard which is appropriate for an industrial project or distribution center, as applicable, and related facilities of similar construction and type located in the Cook County, City of Bedford Park, Illinois area. Further, Mortgagor shall make (or shall cause to be made) all repairs necessary to avoid any structural damage to the Improvements and to keep the Secured Property (or cause the Secured Property to be kept) in a proper condition for its intended use. When used in this Section 1.05, the terms "repair" and "repairs" shall include all necessary renewals and replacements. Mortgagor shall make all (or cause all repairs to be made) repairs with first-class materials and in a good, substantial and workman-like manner which shall be equal or better in quality and class to the original work.

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1.05C. Removal of Equipment. Mortgagor shall have the right, at any time and from time to time, to remove and dispose of (or cause to be removed and disposed of) equipment which may have become obsolete or unfit for use or which is no longer useful in the operation of the Secured Property. Mortgagor will promptly replace (or cause to be replaced) all equipment so disposed of or removed with other equipment of a value and serviceability equal to or greater than the original value and serviceability of the equipment so removed or disposed of, free of all liens, claims or other encumbrances. If by reason of technological or other developments in the operation and maintenance of buildings of the general character of the Improvements, no replacement of the building equipment so removed or disposed of is necessary or desirable in the proper operation or maintenance of the Improvements, Mortgagor shall not be required to replace same (or cause same to be replaced). The security interest of this Security Instrument shall cover all such replacement equipment.

1.05D. Compliance With Laws and Insurance. Mortgagor shall promptly comply with any and all applicable Legal Requirements including maintaining the Secured Property in compliance with all Legal Requirements. Mortgagor shall not bring or keep any article upon the Secured Property or cause or permit any condition to exist thereon which would be prohibited by or could invalidate any insurance coverage maintained, or required hereunder to be maintained, by Mortgagor on or with respect to any part of the Secured Property. Mortgagor shall do (or cause to be done) all other commercially reasonable acts, which from the character or use of the Secured Property may be necessary to protect the Secured Property. Upon request of Mortgagee, Mortgagor shall furnish to Mortgagee a copy of any license, permit or approval required by any Governmental Agency with respect to the Secured Property and/or the operations conducted thereon.

1.05E. Hazardous Materials.

(1) Mortgagor hereby unconditionally and irrevocably agrees to indemnify, reimburse, defend, exonerate, pay and hold harmless Mortgagee, and its directors, officers, policyholders, shareholders, employees, assigns, agents, attorneys, contractors, subcontractors, experts, licensees, visitors, affiliates, lessees, mortgagees, trustees and invitees, from and against any and all of the following (referred to collectively as the "Indemnified Claims"): all Environmental Damages and Environmental Claims that may be incurred by, imposed upon, or asserted against, any Person indemnified hereunder, arising out of, related to, or in connection with:

(a) the presence of Hazardous Materials in, on, under or about or the Release or threatened Release of any Hazardous Materials to or from the Secured Property, regardless of whether or not the presence of such Hazardous Materials arose prior to the present ownership or operation of the property in question or as a result of the acts or omissions of Mortgagor or any other Person,

(b) the violation or alleged violation of any Environmental Requirement affecting or applicable to the Secured Property or any activities thereon, regardless of whether or not the violation of such Environmental Requirement arose prior to the present ownership or operation of the property in question or as a result of the acts or omissions of Mortgagor or any other Person,

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(c) the breach of any warranty or covenant or the inaccuracy of any representation contained in the Loan Instruments pertaining to Hazardous Materials or other environmental matters, including the covenants contained in Sections 1.05E(2), (3), (4) and (5) and the representations and warranties contained in Sections 1.05E(4) and 2.03C and D,

(d) the transport, treatment, recycling, storage or disposal or arrangement therefor, of any Hazardous Material to, at or from the Secured Property, or

(e) the enforcement or attempted enforcement of this indemnity.

Mortgagor's obligations pursuant to the foregoing indemnity shall include the burden and expense of (x) defending against all Indemnified Claims, even if such Indemnified Claims are groundless, false or fraudulent, (y) conducting all negotiations of any description with respect to the Indemnified Claims, and (z) paying and discharging any and all Indemnified Claims, when and as the same become due, against or from Mortgagee or any other Person indemnified pursuant to this Section 1.05E(1). Mortgagor's obligations under this Section 1.05E(1) shall survive (i) the repayment of all sums due under the Note; (ii) the release of the Secured Property or any portion thereof from the lien of this Security Instrument; (iii) the reconveyance of or foreclosure under this Security Instrument (notwithstanding that all or a portion of the obligations secured by this Security Instrument shall have been discharged thereby); (iv) the acquisition of the Secured Property by Mortgagee; and/or (v) the transfer of all of Mortgagee's rights in and to the Note and/or the Secured Property. Unless Mortgagor shall otherwise be liable under any Legal Requirements or Environmental Requirements, if Mortgagee or any affiliate, participant or successor or assign of Mortgagee takes title to the Secured Property at a foreclosure sale, at a sale pursuant to a power of sale under this Security Instrument, by deed in lieu of foreclosure, pursuant to other rights granted under this Security Instrument or otherwise, then the indemnity provided for in this Section 1.05.E(1) shall not apply to Hazardous Materials which are initially placed on, in, or under all or any portion of the Secured Property after the date that Mortgagee or Mortgagee's affiliate, participant, successor or assign so takes title to the Secured Property, unless the presence of such Hazardous Materials is due to any act or omission of Mortgagor or any person or entity under Mortgagor's control or, if the presence of such Hazardous Materials is the responsibility of Mortgagor under any Legal Requirements or Environmental Requirements or if, at the time such Hazardous Materials appeared on the Secured Property, Mortgagor was in control of the Secured Property notwithstanding the transfer of title, except to the extent that such Hazardous Materials were present on the Secured Property as a result of Mortgagee's gross negligence or willful misconduct. The burden of proof shall be upon Mortgagor to establish that the indemnity otherwise provided in this Section 1.05.E(1) does not apply pursuant to the terms hereof.

(2) Mortgagor shall maintain (or cause to be maintained) the Secured Property in compliance with, and shall not cause or permit the Secured Property to be in violation of, any applicable Environmental Requirements. Mortgagor shall not, and shall not permit any lessee or occupant of the Secured Property to, use, generate, manufacture, store, maintain, dispose of or permit to exist in, on, under or about the Secured Property any Hazardous Materials, except for the use, storage and disposal (such use, storage and disposal to be in all cases in accordance with all applicable Legal Requirements) of de minimis amounts of janitorial

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and cleaning supplies and other Hazardous Materials typically used in (A) the ordinary course of operating and maintaining an industrial project or distribution center, as applicable, and/or (B) the ordinary course of operations of tenants' business operations at the Secured Property. Mortgagor shall, at all times, comply fully and in a timely manner, and cause all of its employees, agents, contractors and subcontractors and any other Persons occupying or present on the Secured Property to so comply, with all applicable Environmental Requirements.

(3) If (a) an Event of Default has occurred, and at any time thereafter until such time as Mortgagee delivers written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default, or (b) Mortgagee has a reasonable basis to believe that one or more matters within the scope of the Indemnified Claims may exist, then upon the written request of Mortgagee, but not more frequently than once per year, Mortgagor shall provide Mortgagee, at Mortgagor's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to Mortgagee and in a form acceptable to Mortgagee, assessing the presence or absence of any Hazardous Materials and the potential costs in connection with the abatement, cleanup or removal of any Hazardous Materials found in, on, under or about the Secured Property. Mortgagor shall cooperate in the conduct of such site assessment or environmental audit.

(4) Mortgagor represents and warrants that, except as disclosed on the Environmental Report, (a) no enforcement, cleanup, removal or other governmental or regulatory action has, at any time, been instituted, or threatened in writing against Mortgagor, or to its knowledge, the Secured Property, pursuant to any Environmental Requirements; (b) to its knowledge, no violation or noncompliance with any Environmental Requirements has occurred with respect to the Secured Property at any time; (c) to its knowledge, no claims have, at any time, been made or threatened in writing by any third party against the Secured Property or against Mortgagor with respect to the Secured Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in this Section 1.05E(4) (a), (b) and (c) are herein referred to as "Hazardous Materials Claims"); Mortgagor shall promptly advise Mortgagee, in writing, if any Hazardous Materials Claims are hereafter asserted, or if Mortgagor obtains knowledge of any Release of any Hazardous Materials in, on, under or about the Secured Property.

(5) Without Mortgagee's prior written consent, Mortgagor shall not (a) take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Secured Property, or (b) enter into any settlement agreement, consent decree or other compromise in respect of any such Hazardous Materials or any Hazardous Materials Claims. However, Mortgagee's prior consent shall not be necessary in the event that the presence of any Hazardous Materials in, on, under or about the Secured Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Mortgagee's consent before taking such action. In such event, Mortgagor shall notify Mortgagee as soon as practical of any action so taken. Mortgagee shall not withhold its consent, where such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction or required by Legal Requirements or ordered by a Governmental Authority, or (b) Mortgagor establishes to the satisfaction of Mortgagee that there is no reasonable alternative to such remedial action which would result in less impairment to the Secured Property.

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(6) Mortgagee, if it so elects, shall have the right to join and participate as a party in any legal proceedings or actions initiated by any Person in connection with any Hazardous Materials Claim. Mortgagee may elect to be represented by separate counsel in connection with any Hazardous Materials Claim, at Mortgagee's expense; provided, however, if Mortgagee determines at any time that its interests are adverse to or conflict with the interests of Mortgagor or that the defense of any claim is not proceeding or being conducted in a satisfactory manner, Mortgagee may appoint separate counsel to represent it, at Mortgagor's expense and Mortgagee shall control the resolution of any claim or proceeding. In any event, no settlement or compromise of any Hazardous Materials Claim shall be effected without the consent of Mortgagee which consent shall not be unreasonably withheld.

1.05F. Compliance With Instruments of Record. Mortgagor shall promptly perform and observe, or cause to be performed and observed, in all material respects, all terms, covenants and conditions of all instruments of record affecting the Secured Property, non-compliance with which may affect the priority of the lien of this Security Instrument, or which may impose any duty or obligation upon Mortgagor or any lessee or other occupant of the Secured Property or any part thereof. Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired all easements, appurtenances and other interests and rights in favor, or constituting any part, of the Secured Property.

1.05G. Alteration of Secured Property. Mortgagor shall not demolish, remove, construct, restore, add to or alter any portion of the Secured Property or any extension thereof, or consent to or permit any such demolition, removal, construction, restoration, addition or alteration without Mortgagee's prior written consent, except for (1) initial tenant improvement work provided for in any Lease in effect on the date hereof and in any other Lease approved by Mortgagee in writing, (2) ordinary, non-structural maintenance work, and (3) any structural project having a cost which does not exceed Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) and that does not require the approval of a tenant under a Lease which has not been obtained.

1.05H. Parking. Other than pursuant to Leases, Mortgagor shall grant no parking rights in the Secured Property, except with Mortgagee's prior written consent. The Secured Property shall contain at all times not less than the greater of (1) the number of parking spaces that are required pursuant to applicable Legal Requirements and (2) the number of parking spaces that are required pursuant to the Leases. If any part of the automobile parking areas included within the Secured Property is taken by condemnation or such areas are otherwise reduced, Mortgagor shall provide parking facilities in kind, size and location as required to comply with all Leases and with the parking requirements set forth herein. Any lease or other contract for such facilities must be assignable and must be otherwise in form and substance satisfactory to Mortgagee. Before entering into any such lease or other contract, Mortgagor will furnish to Mortgagee satisfactory assurance of the completion of such facilities free of all liens and in conformity with all Legal Requirements.

1.05I. Entry on Secured Property. Mortgagee or its representatives may enter upon and inspect the Secured Property at all reasonable times upon not less than two (2) Business Days prior written notice and subject to the rights of Lessees.

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1.05J. No Consent to Alterations or Repairs. Nothing contained in this Security Instrument shall in any way constitute the consent or request of Mortgagee, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the Secured Property or any part thereof.

1.05K. Preservation of Lien; Mechanic's Liens. Mortgagor shall do or cause to be done everything necessary so that the lien of this Security Instrument shall be fully preserved, at the sole cost of Mortgagor. Mortgagor shall discharge, pay or bond, or cause to be discharged, paid or bonded, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers and others which, if unpaid, might result in, or permit the creation of, a lien on the Secured Property or any part thereof, or on the revenues, rents, issues, income or profits arising therefrom.

1.05L. Use of Secured Property by Mortgagor. Mortgagor shall use, or cause to be used, the Secured Property principally and continuously as and for an industrial project or distribution center, as applicable. Mortgagor shall not use, or permit the use of, the Secured Property or any part thereof, for any other principal use without the prior written consent of Mortgagee. Mortgagor shall not initiate or acquiesce to any change in any zoning or other land use classification now or hereafter in effect and affecting the Secured Property or any part thereof without in each case obtaining Mortgagee's prior written consent thereto.

1.05M. Use of Secured Property by Public. Mortgagor shall not suffer or permit the Secured Property, or any part thereof, to be used by the public as such, without restriction or in such manner as might impair Mortgagor's title to the Secured Property or any part thereof, or in such manner as might make possible a claim or claims of adverse usage or adverse possession, or of any implied dedication to the public of the Secured Property or any part thereof.

1.05N. Management. Management of the Premises shall be satisfactory to Mortgagee and shall be performed by Mortgagor or a management company approved in writing by Mortgagee and under a management contract satisfactory to Mortgagee, which management contract shall be subject and subordinate to the rights and title of Mortgagee under this instrument.

1.05O. Permitted Contests. If, and for so long as, Mortgagor is not in default pursuant to any of the Loan Instruments, Mortgagor shall have the right, after prior notice to Mortgagee, to contest, by appropriate legal proceedings, diligently conducted in good faith and without cost or expense to Mortgagee, the validity or application of any Legal Requirement or Environmental Requirement, subject to the following:

(1) Such contest shall not subject Mortgagee or Mortgagor to any civil or criminal liability;

(2) By the terms of any such Legal Requirement or Environmental Requirement, as applicable, compliance therewith pending the prosecution of any such legal proceedings may legally be delayed without incurring (or increasing the risk of incurring) any damage or injury of any kind to the Secured Property or any Person or property and without

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incurring any lien or charge of any kind against the Secured Property or any fine or penalty against Mortgagor, Mortgagor may delay compliance therewith until the final determination of such legal proceedings; and

(3) Such contest shall not cause a breach of any of the terms, conditions or covenants of any Lease or other agreement on Mortgagor's part to be performed.

1.06 Financial Information.

1.06A. Financial Statements. Mortgagor shall keep and maintain complete and accurate books and records of the earnings and expenses of the Secured Property. Mortgagor shall furnish to Mortgagee, at its own expense, within one hundred twenty (120) days after the end of each fiscal year and within thirty (30) days after the end of each fiscal quarter of Mortgagor, (including the fiscal year and fiscal quarter during which the Loan is closed), annual or quarterly audited financial statements, as applicable, prepared and certified by an independent certified public accountant reasonably satisfactory to Mortgagee, in accordance with generally accepted accounting principles relating to real estate consistently applied. Notwithstanding the foregoing, so long as an Event of Default has not occurred, the quarterly financial statements may be prepared and certified by any officer or other authorized party of Mortgagor. The annual and quarterly financial statements required hereunder shall include with respect to the Secured Property and/or the Mortgagor: (1) a balance sheet, (2) property-level income statements, (3) a detailed summary of operations, including, all rents and other income derived from and all operating and capital expenses paid or incurred in connection with the Secured Property, and (4) a certified rent roll and other pertinent information regarding the leasing as may be reasonably required by Mortgagee. The financial statements shall also include annual sales figures for any Lessee that is required to provide such figures pursuant to its Lease. In addition to such annual financial statements, Mortgagor shall furnish to Mortgagee such interim statements of financial position and cash flows and such interim summaries of operations and interim rent rolls, including any of the information described in the foregoing clauses (1) through (4), as Mortgagee shall require. In addition, the annual financial statements required hereunder shall include a certified organizational chart of Mortgagor. So long as an Event of Default has not occurred (or, if an Event of Default has occurred, Mortgagee has delivered written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default), Mortgagee shall not require Mortgagor to submit the interim documentation described in the preceding sentence more than twice annually. As to Guarantor, and without any expense to Mortgagee, Mortgagor shall furnish, or cause to be furnished, to Mortgagee, within one hundred fifty (150) days after the end of each fiscal year (with respect to the Guarantor) and within thirty (30) days after the end of each fiscal quarter (with respect to the Guarantor), including the fiscal year and fiscal quarter during which the Loan is closed), annual or quarterly audited financial statements (as applicable) for the Guarantor, prepared and certified by an independent, certified public accountant, reasonably satisfactory to Mortgagee, in accordance with generally accepted accounting principles, consistently applied. Notwithstanding the foregoing, so long as an Event of Default has not occurred (or, if an Event of Default has occurred, Mortgagee has delivered written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default), the quarterly financial statements may be unaudited and prepared and certified by any officer or other authorized party of Guarantor. The annual and quarterly financial statements of Guarantor required hereunder shall include a balance sheet, a statement of cash flows and a statement of

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profit and loss. If at any time hereafter the Debt Coverage Ratio is less than 1.15, Mortgagee may, upon written notice thereof to Mortgagor, require Mortgagor to deliver quarterly certifications executed by an officer of Mortgagor certifying to Mortgagee that, as of such date, Mortgagor and its general partner or managing member, as applicable, complies with the provisions of Section 5.20 of this Security Instrument, and Mortgagor shall deliver such certifications thereafter on a quarterly basis within forty-five (45) days after the end of each fiscal quarter of Mortgagor without further notice or demand from Mortgagee. At such time thereafter as the Debt Coverage Ratio meets or exceeds 1.15 for two consecutive quarters, Mortgagor's obligation to deliver such certifications on a quarterly basis shall cease, and Mortgagor shall only be obligated to deliver such certifications upon Mortgagee's request, unless and until such time thereafter as the Debt Coverage Ratio is less than 1.15, in which event Mortgagor shall again be obligated to deliver such certifications on a quarterly basis.

1.06B. Right to Inspect Books and Records. Mortgagee or its representatives shall have the right to examine and make copies of all books and records and all supporting vouchers and data related to the Secured Property, upon not less than five (5) Business Days prior written notice at Mortgagor's principal place of business. Upon the occurrence of an Event of Default, and until such time thereafter as Mortgagee delivers written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default, such examination shall be at Mortgagor's sole cost and expense.

1.07 Condemnation.

1.07A. Mortgagee's Right to Participate in Proceedings. If the Secured Property, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain (collectively, "Condemnation Proceedings"), Mortgagee shall have the right to participate in any such Condemnation Proceedings and all awards or payments (collectively, "Award") that may be made in any such Condemnation Proceedings are hereby assigned to Mortgagee, and shall be deposited with Mortgagee and applied in the manner set forth in this Section 1.07. Mortgagor shall promptly notify Mortgagee of Mortgagor's receipt of any written notice of the actual or threatened commencement of any Condemnation Proceedings affecting all or any part of the Secured Property, including all such Condemnation Proceedings as to severance and consequential damage and change in grade in streets, and will deliver to Mortgagee copies of any and all papers served or received in connection with any Condemnation Proceedings. Notwithstanding the foregoing, Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute in its own or Mortgagor's name any action or proceeding relating to any Condemnation Proceedings and to settle or compromise any claim in connection therewith. No settlement for the damages sustained in connection with any Condemnation Proceedings shall be made by Mortgagor without Mortgagee's prior written approval. Mortgagor shall execute any and all further documents that may be required in order to facilitate the collection of each Award.

1.07B. Application of Condemnation Award. (1) If at any time title or temporary possession of the whole or any part of the Secured Property shall be taken in any Condemnation Proceeding or pursuant to any agreement among Mortgagor, Mortgagee and/or those authorized to exercise the right of condemnation, Mortgagee, in its discretion and without regard to the adequacy of its security hereunder, shall have the right to apply any Award received to payment

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of the Obligations whether or not due, in such order as Mortgagee shall determine in which event no Make-Whole Amount shall apply.

(2) Notwithstanding any provision to the contrary contained herein or in the Note, but subject to the provisions of Section 1.07B(3), if there is a taking that does not (a) exceed twenty percent (20%) of the leasable area of the Improvements, or (b) materially affect access to the Premises or any part thereof from a public right of way (a "Minor Condemnation"), provided that, in the reasonable opinion of Mortgagee, the Secured Property can be restored to a self-contained and architecturally complete unit or units and the balance of the Secured Property as restored will be economically viable and capable of supporting all carrying charges and operating and maintenance expenses, Mortgagee shall, after deducting Mortgagee's actual, out of pocket costs in connection with collection, review and disbursement related to the Award and the Condemnation Proceeding, apply the balance of the Award to the cost of restoring, repairing or altering the remaining portion of the Secured Property, subject to the provisions of Section 1.03(H) (which provisions shall apply in all respects except that any reference therein to Proceeds shall be deemed to refer to the Award), and Mortgagor will promptly restore, repair or alter the remaining Secured Property, subject to the provisions of Sections 1.03(H)(2) and (3), except that subsection 1.03H(2)(c) shall not apply. The provisions of this Section 1.07(B)(2) shall not apply unless Mortgagor shall furnish to Mortgagee evidence satisfactory to Mortgagee that the Secured Property, as so restored, reconstructed or altered, and its use would fully comply with all Legal Requirements. The balance of the Award so deposited with Mortgagee, after disbursement in accordance with this Section 1.07(B)(2), shall be applied to the payment of the Obligations, whether or not due, in such order as Mortgagee shall determine in which event no Make-Whole Amount shall apply. The Award and other sums deposited with Mortgagee, until disbursed or applied as provided in this Section 1.07B(2), may be commingled with the general funds of Mortgagee, shall constitute additional security for the Obligations, and shall not bear interest.

Notwithstanding any provision contained to the contrary herein or in the Note, in the event of any taking other than a Minor Condemnation (a "Major Condemnation"), Mortgagee shall have the option, in its discretion, and without regard to the adequacy of its security hereunder, of (a) declaring the Obligations to be immediately due and payable, and if the amount of the Award received by Mortgagee is not sufficient to pay the then unpaid balance of the Obligations, Mortgagor shall, within ninety (90) days after notice to Mortgagor that Mortgagee has so applied the Award, pay the difference between such balance and the amount of the Award, in which event no Make-Whole Amount shall apply, or (b) applying all or part of the Award to (i) the Obligations (in which event no Make-Whole Amount shall apply), whether or not then due, in such order as Mortgagee shall determine, (ii) the repair or restoration of the Secured Property, (iii) reimburse Mortgagee for its costs and expenses in connection with the recovery of the Award, or (iv) any combination of the foregoing. Notwithstanding any provision to the contrary contained herein or in the Note, if a Major Condemnation occurs and Mortgagee elects to apply any portion of the Award to the Obligations, Mortgagor shall have the right, at its option, to fully prepay the outstanding principal balance of the Obligations, subject to and in accordance with the notice provisions and time periods set forth in the Note, in which event no Make-Whole Amount shall apply.

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(3) In all cases in which any taking occurs during the last six (6) months prior to the Maturity Date, or in Mortgagee's reasonable judgment, Mortgagor is not diligently proceeding with the repair or restoration or alteration of the remaining portion of the Secured Property, as applicable, pursuant to the terms of this Security Instrument, Mortgagee, without regard to the adequacy of its security hereunder, shall have the right to apply the Award to payment of the Obligations, whether or not due, in such order as Mortgagee shall determine in accordance with the terms of the Note.

1.07C. Reimbursement of Costs. In the case of any taking covered by the provisions of this Section 1.07, Mortgagee (to the extent that Mortgagee has not been reimbursed therefor by Mortgagor) shall be entitled, as a first priority, to reimbursement out of any Award for all reasonable costs, fees, and expenses incurred in the determination and collection of the Award.

1.07D. Existing Obligations. Notwithstanding any taking by Condemnation Proceedings or any application of the Award to the Obligations, Mortgagor shall continue to pay the monthly installments due pursuant to the Note, as well as all other sums secured by this Security Instrument. If prior to Mortgagee's receipt of the Award, the Secured Property shall have been sold through foreclosure of this Security Instrument or other similar proceeding, Mortgagee shall have the right to receive the Award to the extent that any portion of the Obligations are still unpaid after application of the proceeds of the foreclosure sale or similar proceeding, plus attorneys' fees and other costs and disbursements incurred by Mortgagee in connection with the collection of the Award and in establishing the amount of, and collecting, any deficiency. The application of the Award to the Obligations, whether or not then due or payable, shall not postpone, abate or reduce any of the periodic installments of interest or principal thereafter to become due pursuant to the Note or this Security Instrument until the Obligations are paid and performed in full.

1.08 Leases.

1.08A. Performance of Lessor's Covenants. Mortgagor, as lessor, has entered and will enter into leases or licenses with tenants, as lessees or licensees, respectively, for parts or all of the Secured Property (all such leases and licenses are hereinafter referred to individually as a "Lease" and collectively as "Leases" and the lessees or licensees under such Leases are hereinafter referred to individually as a "Lessee" and collectively as "Lessees"). Mortgagor shall faithfully perform or caused to be performed the lessor's covenants under the Leases. Mortgagor shall neither do, nor neglect to do, nor permit to be done (other than enforcing the terms of such Leases and exercising the lessor's remedies thereunder following a default or event of default on the part of any Lessee in the performance of its obligations pursuant to the Lease), (i) anything which may cause the modification or termination of any of the Leases, or of the obligations of any Lessee or any other person claiming through such Lessee, or (ii) which may diminish or impair the value of any Lease or the rents provided for therein, or the interest of the lessor or of Mortgagee therein or thereunder. Each Lease shall make provision for the attornment of the Lessee thereunder to any person succeeding to the interest of Mortgagor as the result of any judicial or nonjudicial foreclosure or transfer in lieu of foreclosure hereunder, such provision to be in form and substance approved by Mortgagee, provided that nothing herein shall be construed to require Mortgagee to agree to recognize the rights of any Lessee under any Lease

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following any such foreclosure or transfer in lieu thereof unless Mortgagee shall expressly hereafter agree thereto in writing with respect to a particular Lease (including in a subordination, non-disturbance and attornment agreement).

1.08B. Notice of Default. Mortgagor shall give Mortgagee immediate notice of any notice of a material default or of any Event of Default, extension, renewal, expansion, surrender or cancellation given to or received from any Lessee or from any other Person with respect to any Lease and shall furnish Mortgagee with a copy of each such notice.

1.08C. Representations Regarding Leases. The representations and warranties set forth in Section 7 of the Assignment are hereby incorporated herein in their entirety.

1.08D. Covenants Regarding Leases. Mortgagor shall not, without the prior written consent of Mortgagee obtained in each instance:

(1) lease to any Person, all or any part of the space in, on or over any of the Premises; except for a Lease (a "Minor Lease") of not more than 300,000 square feet, for a term of not more than fifteen years, at a rate of not less than market rent as reasonably determined by Mortgagee on Mortgagor's standard lease form, approved by Mortgagee, without material deviation from such approved form, provided that Mortgagor provides Mortgagee with a copy of such lease within ten (10) days after it has been executed by both Mortgagor and the applicable Lessee; and provided further, that during such time as an Event of Default has occurred and is continuing, the foregoing exception shall not apply and Mortgagor's consent shall be required;

(2) cancel, terminate or accept a surrender or suffer or permit any cancellation, termination or surrender of any Lease or any guaranty of any Lease except for a Minor Lease;

(3) modify or amend any Lease so as to (i) reduce the term thereof or the Rents payable thereunder, (ii) change any renewal provision contained therein, (iii) otherwise increase any obligation of Mortgagor thereunder, or (iv) reduce any obligation of Lessee thereunder;

(4) commence any summary proceeding or other action to recover possession of any space demised pursuant to any Lease, other than a proceeding brought in good faith by reason of a default of any Lessee of which Mortgagor has provided written notice to Mortgagee;

(5) receive or collect, or permit the receipt or collection of, any Rents for more than one month in advance of the payment due dates;

(6) take any other action with respect to any Lease which would tend to impair the security of Mortgagee pursuant to this Security Instrument;

(7) extend any Lease other than in accordance with the terms presently provided for therein;

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(8) execute any agreement or instrument or create or permit a lien which may be or become superior to any Lease;

(9) suffer or permit to occur any release of liability of any Lessee or the accrual of any right in any Lessee to withhold payment of any Rent;

(10) sell, assign, transfer, mortgage, pledge or otherwise dispose of or encumber, whether by merger, consolidation, operation of law or otherwise, any Lease or any Rents;

(11) alter, modify or change the terms of any guaranty of any Lease or consent to the release of any party thereto;

(12) request, consent, agree to, or accept, the subordination of any Lease to any mortgage (other than this Security Instrument) or other encumbrance now or hereafter affecting the Premises; or

(13) consent to the assignment of any Lease or any subletting of the Premises demised pursuant to any Lease to the extent consent is required pursuant to the terms of the applicable Lease.

1.08E. Application of Rents—Mortgagor shall use and apply all Rents from the Secured Property first to the payment and performance of Impositions (to the extent that nonpayment would give rise to a lien against the Secured Property), the Obligations in accordance with the terms of the Loan Instruments, and then to the costs and expenses of management, operation, repair, maintenance, preservation, reconstruction and restoration of the Secured Property in accordance with the requirements of this Security Instrument and the obligations of Mortgagor as the lessor under any Lease and then to the payment of all other Impositions. Mortgagor shall not use any Rents for purposes unrelated to the Secured Property unless and until all current payments of Impositions (to the extent that nonpayment would give rise to a lien against the Secured Property), the Obligations, and all other Impositions and such costs and expenses have been paid or provided for and adequate cash reserves have been set aside to ensure the timely future payment of all such items.

1.08F. Indemnity Against Unapproved Lease Modifications and Amendments. In the event that Mortgagee or any grantee or assignee of Mortgagee takes title to, or otherwise comes into possession of, the Secured Property and thereafter a Lessee under a Lease attorns to Mortgagee or such other party pursuant to a Subordination, Non-Disturbance and Attornment Agreement entered into by Mortgagee and such Lessee, Mortgagor hereby indemnifies and holds Mortgagee harmless from and against any and all claims, liabilities, costs and expenses of any kind or nature against or incurred by Mortgagee arising out of the enforcement by any Lessee against Mortgagee or any grantee or assignee of Mortgagee, of any affirmative claim, cost or expense, or any defense, abatement or right of set off under any modification or amendment to a Lease which is binding upon Mortgagee and which was entered into by Mortgagor after the date of this Security Instrument in violation of the requirements of subsection 1.08D hereof.

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1.09 Assignment of Leases, Rents, Income, Profits and Cash Collateral.

1.09A. Assignment; Discharge of Obligations. Mortgagor hereby unconditionally, absolutely and presently bargains, sells, grants, assigns, releases and sets over unto Mortgagee (1) all Leases and all other tenancies, occupancies, subleases, franchises and concessions of the Land or Improvements or which in any way affect the use or occupancy of all or any part of the Land or Improvements, and any other agreements affecting the use and occupancy of all or any part of the Land or Improvements, in each case, whether now or hereafter existing, and all right, title and interest of Mortgagor thereunder, including all rights to all security or other deposits, (2) all guarantees of the obligations of any lessee, licensee or other similar party under any of the foregoing, whether now or hereafter existing, and (3) the Rents, regardless of whether the Rents accrue before or after foreclosure or during the full period of redemption. For the aforesaid purpose, Mortgagor does hereby irrevocably constitute and appoint Mortgagee its attorney-in-fact, in its name, to receive and collect all Rents, as the same accrue, and, out of the amount so collected, Mortgagee, its successors and assigns, are hereby authorized (but not obligated) to pay and discharge the Obligations (including any accelerated Obligations) in such order as Mortgagee may determine, and to pay the remainder, if any, to Mortgagor, or as otherwise required by law. Neither this assignment nor any such action shall constitute Mortgagee as a "mortgagee in possession" or otherwise make Mortgagee responsible or liable in any manner with respect to the Secured Property or the use, occupancy, enjoyment or operation of all or any portion thereof unless and until Mortgagee, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Secured Property by any court at the request of Mortgagee or by agreement with Mortgagor, or the entering into possession of the Secured Property or any part thereof by such receiver, be deemed to make Mortgagee a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Secured Property or the use, occupancy, enjoyment or operation of all or any portion thereof. The assignment of all Leases and Rents in this Section 1.09 is intended to be an absolute, unconditional and present assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. Mortgagor shall, at any time or from time to time, upon request of Mortgagee, execute and deliver any instrument as may be reasonably requested by Mortgagee to further evidence the assignment and transfer to Mortgagee of Mortgagor's interest in any Lease or Rents. Nothing herein shall in any way limit Mortgagee's remedies or Mortgagor's Obligations under the Assignment.

1.09B. Entry Onto Secured Property; Lease of Secured Property. During the existence of an Event of Default, Mortgagee, at its option, may enter and take possession of the Secured Property and manage and operate the same as provided in Section 4.01, such management and operation to include the right to enter into Leases and new agreements and to take any action which, in Mortgagee's judgment, is necessary or proper to conserve the value of the Secured Property. The expenses (including any receiver's fees, attorneys' fees and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any Rents actually received by Mortgagee.

1.09C. License to Manage Secured Property. Notwithstanding anything to the contrary contained in Section 1.09A or Section 1.09B, so long as there shall exist no Event of Default hereunder, Mortgagor shall have the license to manage and operate the Secured Property,

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including the right to enter into Leases, and collect all Rents as they accrue (but not more than one month in advance).

1.09D. Delivery of Assignments. Mortgagor shall execute such additional documents as may be reasonably requested from time to time by Mortgagee, to evidence the assignment to Mortgagee or its nominee of any Leases now or hereafter made, such assignment documents to be in form and content reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee, within thirty (30) days after Mortgagee's request (1) a duplicate original or photocopy of each Lease which is at the time of such request is outstanding upon the Secured Property and (2) a complete schedule, certified by Mortgagor, of each Lease, showing the unit number, type, Lessee name, monthly rental, date to which Rents have been paid, term of Lease, date of occupancy, date of expiration, existing defaults, if any, and every special provision, concession or inducement granted to such Lessee.

1.09E. Indemnity. Mortgagor shall assert no claim or liability related to Mortgagee's exercise of its rights pursuant to this Section 1.09. Mortgagor expressly waives all such claims and liabilities. Mortgagor hereby holds Mortgagee harmless from and against any and all claims, liabilities and expenses of any kind or nature against or incurred by Mortgagee arising out of Mortgagee's exercise of its rights pursuant to this Section 1.09, including Mortgagee's management, operation or maintenance of the Secured Property or the collection and disposition of Rents. Notwithstanding the foregoing, or anything set forth elsewhere herein, Mortgagor shall have no obligation to indemnify Mortgagee to the extent that such claim, liability or expense arises from Mortgagee's gross negligence or willful misconduct.

1.10 Further Assurances.

1.10A. General; Appointment of Attorney-in-Fact. Upon request by Mortgagee, from time to time, Mortgagor shall prepare, execute and deliver, or cause to be prepared, executed and delivered, to Mortgagee, all instruments, certificates and other documents which may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, perfect or continue and preserve the Obligations and the lien of this Security Instrument. In the event that Mortgagor fails to comply with Mortgagee's request within twenty (20) days, Mortgagee may prepare, execute and record any such instruments, certificates and documents for and in the name of Mortgagor and Mortgagor hereby appoints Mortgagee the agent and attorney-in-fact of Mortgagor for such purposes. This power is coupled with an interest and shall be irrevocable so long as any part of the Obligations remain unpaid or unperformed. Mortgagor shall reimburse Mortgagee for all sums expended by Mortgagee in preparing, executing and recording such instruments, certificates and documents and such sums shall be secured by this Security Instrument. The provisions of this Section 1.10A are in addition to Mortgagee's other rights and remedies set forth in this Security Instrument, and nothing herein shall be construed to modify or limit Mortgagee's other remedies pursuant to this Security Instrument.

1.10B. Statement Regarding Obligations. Mortgagor shall, within ten (10) Business Days after written request by Mortgagee, furnish Mortgagee with a written statement, duly acknowledged, setting forth (1) the unpaid principal balance of the Loan and the accrued but unpaid interest thereon, (2) Mortgagor's knowledge, whether or not any setoffs or

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defenses exist against the payment of such principal or interest, and (3) if such setoffs or defenses exist, the particulars thereof.

1.10C. Additional Security Instruments. Mortgagor, from time to time and within fifteen (15) days after request by Mortgagee, shall execute, acknowledge and deliver to Mortgagee such chattel mortgages, security agreements or other similar security instruments, in form and substance reasonably satisfactory to Mortgagee, covering all property of any kind whatsoever owned by Mortgagor or in which Mortgagor may have any interest which, in the reasonable opinion of Mortgagee, is necessary to the operation and maintenance of the Secured Property or is otherwise a part of the Secured Property. Mortgagor, from time to time and within fifteen (15) days after written request by Mortgagee, shall also execute, acknowledge and deliver any financing statement, renewal, affidavit, certificate, continuation statement, supplementary mortgage or other document as Mortgagee may reasonably request in order to perfect, preserve, continue, extend or maintain the security interest under, and the priority of, this Security Instrument or such chattel mortgage or other security instrument, as a first lien. Mortgagor shall pay to Mortgagee within five (5) Business Days of written demand all actual out of pocket costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and refiling of any such instrument or document, including charges for examining title and attorneys' fees and expenses for rendering a legal opinion in connection with each such chattel mortgage, or other security agreement or instrument. Neither a request so made by Mortgagee, nor the failure of Mortgagee to make such a request, shall be construed as a release of such property, or any part thereof, from the lien of this Security Instrument. This covenant and each such chattel mortgage, or other security agreement or instrument, delivered to Mortgagee are cumulative and given as additional security. Mortgagor shall pay all premiums and related costs in connection with any title insurance policy or policies in full or partial replacement of the title insurance policy now insuring or which will insure the lien of this Security Instrument.

1.10D. Security Agreement. This Security Instrument shall constitute a security agreement under Article 9 of the Code with respect to the Personal Property covered by this Security Instrument. Mortgagor has granted pursuant to the applicable Granting Clause hereof, to Mortgagee a security interest in the Personal Property and in all additions and accessions thereto, substitutions therefor and proceeds thereof for the purpose of securing all Obligations now or hereafter secured by this Security Instrument. The following provisions relate to such security interest:

(1) The Personal Property includes all now existing or hereafter acquired or arising equipment, inventory, accounts, chattel paper, instruments, documents, deposit accounts, investment property, letter-of-credit rights, commercial tort claims, supporting obligations and general intangibles now or hereafter used or procured for use on the Premises or otherwise relating to the Premises. If Mortgagor shall at any time acquire a commercial tort claim relating to the Premises, Mortgagor shall promptly notify Mortgagee in a writing signed by Mortgagor of the brief details thereof and grant to Mortgagee a security interest therein and in the proceeds thereof.

(2) Mortgagor hereby irrevocably authorizes Mortgagee at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the collateral as "all

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assets used or procured for use or otherwise relating to" the Premises or "all assets of the debtor" or words of similar effect, or as being of equal or lesser scope or in greater detail, and to indicate the Premises as defined, or in a manner consistent with the term as defined, in this Security Instrument and (b) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the filing office for the sufficiency or filing office acceptance of any initial financing statement or amendment, including if Mortgagor is an organization, the type of organization and any organizational identification number issued to Mortgagor. Mortgagor agrees to provide any such information to Mortgagee promptly upon request. Mortgagor also ratifies its authorization for Mortgagee to have filed in any filing office in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof. Mortgagor shall pay to Mortgagee, from time to time, no later than ten (10) Business Days after Mortgagee's demand, any and all out of pocket costs and expenses incurred by Mortgagee in connection with the filing of any such initial financing statements and amendments, including attorneys' fees and all disbursements. Such costs and expenses shall bear interest at the Increased Rate from the date paid by Mortgagee until the date repaid by Mortgagor and such costs and expenses together with such interest, shall be part of the Obligations and shall be secured by this Security Instrument.

Mortgagor shall any time and from time to time take such steps as Mortgagee may reasonably request for Mortgagee to obtain "control" of any Personal Property for which control is a permitted or required method to perfect or to insure priority of the security interest in such Personal Property granted hereby

(3) Upon the occurrence of an Event of Default, and thereafter until such time as Mortgagee delivers written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default, Mortgagee shall have the rights and remedies of a secured party under the Code as well as all other rights and remedies available at law or in equity or under this Security Instrument.

(4) This Security Instrument also constitutes a fixture filing.

(5) If Mortgagor does not have an organizational identification number and later obtains one, Mortgagor shall forthwith notify Mortgagee of such organizational identification number.

(6) Terms defined in the Code and not otherwise defined in this Security Instrument have the same meanings in this Section 1.10D as are set forth in the Code. In the event that a term is used in Article 9 of the Code and also in another Article of the Code, the term used in this Section 1.10D is that used in Article 9. The term "control", as used in this Paragraph, has the meaning given in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the Code, as applicable.

1.10E. Preservation of Mortgagor's Existence. Mortgagor shall do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its formation and of the State, and shall comply with all applicable Legal Requirements. Unless Mortgagor has provided Mortgagee with at least thirty (30) days' prior written notice thereof, Mortgagor shall not change its place of business (or if

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Mortgagor has more than one place of business, its chief executive office), mailing address or organizational identification number if it has one.

1.10F. Further Indemnities. In addition to any other indemnities contained in the Loan Instruments, Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from and against all losses, liabilities, suits, obligations, fines, damages (excluding consequential and punitive damages, except to the extent that (1) such consequential or punitive damages are assessed against Mortgagee or any of its affiliates by any third party (other than a Lender Affiliate (as defined in the Environmental Indemnity Agreement)), or (2) Mortgagee or any of its affiliates is required to pay such consequential or punitive damages to a third party (other than a Lender Affiliate)), penalties, claims, costs, charges and expenses, including architects', engineers' and attorneys' fees and disbursements which may be imposed upon, incurred or asserted against Mortgagee by reason of: (1) the construction of the Improvements, (2) any capital improvements, other work or things, done in, on, under or about the Secured Property or any part thereof, (3) any use, nonuse, misuse, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Secured Property or any part thereof or any street, drive, sidewalk, curb, passageway or space adjacent thereto, (4) any negligence or willful act or omission on the part of Mortgagor, any Lessee or any agent, contractor, servant, employee, licensee or invitee of any Lessee or of Mortgagor, (5) any accident, injury (including death) or damage to any person or property occurring in, on, under or about the Secured Property or any part thereof or in, on, under or about any street, drive, sidewalk, curb, passageway or space adjacent thereto, (6) any default under any Loan Instrument or any Event of Default, (7) any lien or claim arising or alleged to have arisen on or against the Secured Property or any part thereof under any Legal Requirement or any liability asserted against Mortgagee with respect thereto, (8) any tax attributable to the execution, delivery, filing or recording of any Loan Instrument, (9) any contest permitted pursuant to the provisions of this Security Instrument, or (10) the enforcement or attempted enforcement of this indemnity. Notwithstanding the foregoing, Mortgagor shall have no obligation to indemnify Mortgagee pursuant to this Section 1.10F to the extent that such claim, liability or expense arises from Mortgagee's gross negligence or willful misconduct.

1.10G. Absence of Insurance. The obligations of Mortgagor under this Security Instrument and the other Loan Instruments shall not in any way be affected by (1) the absence, in any case, of adequate insurance, (2) the amount of the insurance or (3) the failure or refusal of any insurer to perform any obligation required to be performed by it pursuant to any insurance policy affecting the Secured Property. If any claim, action or proceeding is made or brought against Mortgagee by reason of any event as to which Mortgagor is obligated to indemnify Mortgagee, then, upon demand by Mortgagee, Mortgagor, at Mortgagor's sole cost and expense, shall resist or defend such claim, action or proceeding in Mortgagee's name, if necessary, by such attorneys as Mortgagee shall reasonably approve. Notwithstanding the foregoing, Mortgagee may engage its own attorneys, in its discretion, to defend it or to assist in its defense, and if (i) Mortgagee reasonably determines that Mortgagor's counsel is not adequately handling such claim, action or proceeding, or (ii) an Event of Default has occurred, and Mortgagee has not delivered written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default, Mortgagee's costs and expenses for the out of pocket fees and disbursements of such attorneys, with interest thereon at the Increased Rate from the date paid by Mortgagee to the date paid by Mortgagor, shall be paid by Mortgagor no later than ten

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(10) Business Days following Mortgagee's written demand therefor, which written demand shall be delivered to Mortgagor promptly following the date on which Mortgagee incurred such costs or expenses, and such costs and expenses shall be secured by this Security Instrument.

1.10H. Lost Note. Upon Mortgagee furnishing to Mortgagor an affidavit stating that the Note has been mutilated, destroyed, lost or stolen, Mortgagor shall deliver to Mortgagee, in substitution therefor, a new note containing the same terms and conditions as the Note, with a notation thereon of the unpaid principal balance and accrued and unpaid interest thereon. Upon execution and delivery of the replacement note, all references in any of the Loan Instruments to the "Note" shall mean the replacement note.

1.11 Prohibition on Transfers, Liens or Further Encumbrances.

1.11A. Continuing Ownership and Management. Mortgagor acknowledges that the continuous ownership of the Secured Property and its continuous management and operational control by Mortgagor are material to the making of the Loan.

1.11B. Prohibition on Transfers, Liens or Further Encumbrances. Except as permitted by any express provision of any other Loan Instruments or otherwise with the prior written consent of Mortgagee, neither Mortgagor, Guarantor, nor any other Person, may transfer, convey, assign, sell, alienate, mortgage, encumber, pledge, hypothecate, grant a security interest in, or otherwise dispose of (in each instance whether voluntarily or involuntarily, by operation of law or otherwise, directly or indirectly, and, in each case, also prohibiting the granting of an option or the execution of an agreement relating to any of the foregoing (other than any sale of the Secured Property, provided that any such sale agreement shall expressly (i) require the prior written consent of Mortgagee to be made in Mortgagee's sole discretion or (ii) require the full payment of the Obligations upon the consummation of such sale in accordance with the terms of the Loan Instruments)):

(1) all or any part of the Secured Property and/or the Rents, or any interest therein (other than Leases permitted under Section 1.08);

(2) any legal or beneficial ownership interest in Mortgagor or in any of Mortgagor's constituent entities, whether direct or indirect, and on all levels, whether made directly or through an intermediary, and whether made in one transaction or effected in more than one transaction; or

(3) the management and operation by Mortgagor of the Secured Property.

Without limiting the generality of the foregoing, for purposes of this Section 1.11, a transfer or disposition of the Secured Property (or the Rents, as applicable) or any part thereof or interest therein shall include (a) the change of Mortgagor's type of organization, jurisdiction of organization or other legal structure, (b) the transfer of the Secured Property or any part thereof or interest therein to a cooperative corporation or association, (c) the conversion of all or any part of the Secured Property or interest therein to a condominium form of ownership, (d) any lease for space in any Improvements for purposes other than occupancy by tenants, (e) any lease for space in the Improvements containing an option to purchase, (f) any conditional sale or any title

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retention agreement with regard to, all or any part of the Secured Property or the Rents (g) unless Mortgagor has provided Mortgagee with at least thirty (30) days prior written notice thereof, any change of Mortgagor's name, place of business or, if Mortgagor has more than one place of business, any change of its chief executive office, or any change of Mortgagor's mailing address or organizational identification number if it has one and (h) any division of a limited liability company into multiple entities or series pursuant to Section 18-217 of the Delaware LLC Act with an allocation of Secured Property to any such entity. Any action or event described in this Section 1.11B is herein called a "Transfer" and all Transfers are prohibited without the prior written consent of Mortgagee.

Moreover, notwithstanding the foregoing or anything to the contrary contained herein or in any other Loan Instruments, each of the following (whether now or hereinafter existing) shall be deemed to be encumbrances acceptable to Mortgagee and not requiring its consent or approval: (i) easements, restrictions and other exceptions to title expressly set forth as exceptions in Mortgagee's title policy for this Security Instrument on the Secured Property, and (ii) (a) liens, if any for taxes and assessments imposed by any governmental authority not yet due and payable and (b) liens being contested in accordance with the terms of Section 1.050; and (iii) easements, rights-of-way, restrictions, minor encroachments or other similar encumbrances arising in the ordinary course of business of Mortgagor which do not materially impair the marketability of the Secured Property and do not materially and adversely interfere with the use of the Secured Property for the uses permitted under the Loan Instruments, which proposed easements, rights-of-way, restrictions, minor encroachments or other similar encumbrances are approved by Mortgagee, it being agreed that Mortgagee will not unreasonably withhold consent to immaterial proposed easements, rights-of-way, restrictions, minor encroachments or other similar encumbrances (collectively, "Permitted Encumbrances").

1.11C. Acceleration of Obligations. In the event of a Transfer without the prior written consent of Mortgagee, Mortgagee may, without limiting any other right or remedy available to Mortgagee at law, in equity or by agreement with Mortgagor, and in Mortgagee's discretion, and without regard to the adequacy of its security, accelerate the maturity of the Note and require the payment of all then existing Obligations, including the Make-Whole Amount provided in Section 4.06. The giving of consent by Mortgagee to a Transfer in any one or more instances shall not limit or waive the need for such consent in any other or subsequent instances.

1.12 Expenses. Promptly after Mortgagee's demand therefor, Mortgagor shall pay Mortgagee for all costs and expenses, including attorneys' fees and expenses and costs of obtaining evidence of title, incurred by Mortgagee in connection with any action, suit, legal proceeding, claim or dispute (a) arising under or in connection with the performance of any rights or obligations under any Loan Instrument or affecting the Obligations or the Secured Property, (b) involving any insurance proceeds or condemnation awards with respect to the Secured Property, (c) to protect the security hereof, (d) as to any concern of Mortgagee with the condition of the Secured Property, or (e) of any other kind or nature in which Mortgagee is made a party relating to the Secured Property or the Loan, or appears as a party, including those related to the estate of an insolvent or decedent or any bankruptcy, receivership, or other insolvency under any chapter of the Bankruptcy Code (Title 11 of the United States Code), as amended, or any other insolvency proceeding or any exercise of the power of sale or judicial foreclosure as set forth in this Security Instrument. If the Obligations are referred to attorneys for collection,

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foreclosure or any cause set forth in Article 3, Mortgagor shall pay all out of pocket costs and expenses incurred by Mortgagee, including attorneys' fees and expenses, all costs of collection, litigation costs and costs (which may be estimated as to items to be expended after completion of any foreclosure or other action) of procuring title insurance policies, whether or not obtained, Torrens certificates and similar assurances with respect to title and value as Mortgagee may deem necessary together with all statutory costs, with or without the institution of an action or proceeding. All costs and expenses described in this Section 1.12, with interest thereon at the Increased Rate from the date paid by Mortgagee to the date paid by Mortgagor, shall be paid by Mortgagor no later than ten (10) Business Days after Mortgagee's written demand therefor, which written demand shall be delivered to Mortgagor promptly following the date on which Mortgagee incurred such costs or expenses, and such costs and expenses shall be secured by this Security Instrument.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants, as of the date hereof, and covenants, as applicable:

2.01 Warranty of Title. Mortgagor (a) lawfully owns and holds title to the Secured Property (other than the Personal Property), in fee simple, subject to no mortgage, lien, charge or other encumbrance, except as specifically set forth in the title insurance policy issued to Mortgagee upon recordation of this Security Instrument, (b) has full power and lawful authority to grant, bargain, sell, convey, assign, release, pledge, set over, transfer and mortgage the Secured Property as set forth herein, (c) lawfully owns and holds title to the Personal Property subject to no mortgage, lien, charge or other encumbrance, and (d) does warrant and will defend the title to the Secured Property against all claims and demands whatsoever.

2.02 Ownership of Additional or Replacement Improvements and Personal Property. All Improvements and Personal Property hereafter affixed, placed or used by Mortgagor on the Secured Property shall be owned by Mortgagor free from all mortgages, liens, charges or other encumbrances.

2.03 No Pending Material Litigation or Proceeding; No Hazardous Materials.

2.03A. Proceedings Affecting Mortgagor. There are no actions, suits, or proceedings of any kind pending, or, to the knowledge of Mortgagor, threatened, against or affecting Mortgagor, or any Guarantor, or against any shareholder, general partner or member of Mortgagor or any Guarantor, or the business, operations, properties or assets of Mortgagor or any shareholder, general partner or member of Mortgagor or any Guarantor, or before or by any Governmental Agency, which may result in any material adverse change in the business, operations, properties or assets or in the condition, financial or otherwise, of Mortgagor or any Guarantor or any member or general partner of Mortgagor, Guarantor, or in the ability of Mortgagor to pay or otherwise perform the Obligations. To the knowledge of Mortgagor, no default exists with respect to any judgment, order, writ, injunction, decree, demand, rule or regulation of any Governmental Agency, which might materially and adversely affect the business, operations, properties or assets or the condition, financial or otherwise, of Mortgagor or

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any Guarantor or any general partner or member of Mortgagor or the ability of Mortgagor to pay or otherwise perform the Obligations.

2.03B. Proceedings Affecting Secured Property. There are no actions, suits, investigations or proceedings of any kind pending, or, to the knowledge of Mortgagor, threatened, against or affecting the Secured Property (including any attempt or threat by any Governmental Agency to condemn or rezone all or any portion of the Secured Property), or involving the validity, enforceability or priority of the Loan Instruments or enjoining or preventing or threatening to enjoin or prevent the use and occupancy of the Secured Property or the performance by Mortgagor of the Obligations, and there are no rent controls, governmental moratoria or environmental controls (other than those generally imposed by federal or state law) presently in existence or, to the knowledge of Mortgagor, threatened, affecting the Secured Property.

2.03C. No Hazardous Material. Except as disclosed on the Environmental Report, neither Mortgagor nor, to the knowledge of Mortgagor, any other Person has ever:

(1) caused or knowingly permitted any Hazardous Material to be placed, held, located or disposed of, in, on, under or about the Secured Property or any part thereof, except for the use, storage and disposal (such use, storage and disposal to be in all cases in accordance with all applicable Legal Requirements) of (x) de minimis or customary amounts of janitorial and cleaning supplies and (y) customary amounts typically used in the ordinary course of operating and maintaining an industrial project or distribution center or caused or knowingly permitted, in violation of any Environmental Requirement, any Hazardous Material to be placed, held, located or disposed of, in, on, under or about any other real property legally or beneficially owned (or any interest or estate which is so owned) by Mortgagor in any jurisdiction now or hereafter having in effect a so-called "superlien" law or ordinance (the effect of which superlien law or ordinance would be to permit the creation of a lien on the Secured Property to secure any obligation), and neither the Secured Property, nor any part thereof, nor any other real property legally or beneficially owned (or any interest or estate therein which is so owned) by Mortgagor in any jurisdiction now or hereafter having in effect a so-called "superlien" law or ordinance or any part thereof, has ever been used (whether by Mortgagor or, to the knowledge or belief of Mortgagor, by any other Person) as a dump site, storage (whether permanent or temporary) site or transfer site for any Hazardous Material; or

(2) caused or knowingly permitted any asbestos or underground fuel storage facility to be located in, on, under or about the Secured Property; or

(3) discovered any occurrence or condition on any real property adjoining or in the vicinity of the Secured Property that could cause the Secured Property or any part thereof to be subject to any remediation requirements or any restrictions on the ownership, occupancy, transferability or use of the Secured Property under any Environmental Requirement.

2.03D. No Litigation Regarding Hazardous Material. Except as disclosed in the Environmental Report, to the knowledge of Mortgagor, no Person has brought, settled or threatened any litigation or administrative action or proceeding alleging the presence, Release or threatened Release of any Hazardous Material in, on, under or about the Secured Property.

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2.04 Valid Organization, Good Standing and Qualification of Mortgagor; Other Organizational Information. Mortgagor is a duly and validly organized and existing limited liability company, in good standing under the laws of the jurisdiction of its organization, and is duly licensed or qualified and in good standing in the State and in all other jurisdictions where its ownership or leasing of property or the nature of the business transacted by it makes such qualification necessary, and is entitled to own its properties and assets and to carry on its business, all as, and in the places where, such properties and assets are now owned or operated or such business is now conducted. Mortgagor has paid all franchise and similar taxes in the jurisdiction in which the Secured Property is located and in all of the jurisdictions in which it is so qualified, insofar as such taxes are due and payable at the date of this Security Instrument. Mortgagor's exact legal name is that indicated on the signature page hereof. Mortgagor is an organization of the type, and is organized in the jurisdiction, as set forth in the first paragraph of this Security Instrument. Mortgagor's organizational identification number is 7635516. Section 5.07 accurately sets forth Mortgagor's place of business or, if Mortgagor has more than one place of business, its chief executive office as well as Mortgagor's mailing address if different.

2.05 Authorization; No Legal Restrictions on Performance. The execution and delivery by Mortgagor of the Loan Instruments and its compliance with the terms and conditions of the Loan Instruments have been duly and validly authorized by all necessary corporate, partnership, membership or other applicable action by Mortgagor and its constituent entities and the Loan Instruments are valid and enforceable obligations of Mortgagor in accordance with the terms thereof. Neither the execution and delivery by Mortgagor of the Loan Instruments, nor the consummation of the transactions contemplated by the Loan Instruments, nor compliance with the terms and conditions thereof will (A) conflict with or result in a breach of, or constitute a default under, any of the terms, obligations, covenants or conditions or provisions of (1) any corporate charter or bylaws, partnership agreement, limited liability company operating agreement, or other organizational or qualification document, restriction, indenture, mortgage, deed of trust, pledge, bank loan or credit agreement, or any other agreement or instrument to which Mortgagor is now a party or by which Mortgagor or its properties may be bound or affected, or (2) to the knowledge of Mortgagor, any judgment, order, writ, injunction, decree or demand of any Governmental Agency, or (B) result in (1) the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or asset of Mortgagor pursuant to the terms or provisions of any of the foregoing or (2) the violation of any Legal Requirement applicable to Mortgagor or any Guarantor. Mortgagor is not in default in the performance, observance or fulfillment of any of the terms, obligations, covenants or conditions contained in any indenture or other agreement creating, evidencing or securing the Obligations or pursuant to which Mortgagor is a party or by which the Mortgagor or its properties may be bound or affected.

In addition, (a) the Obligations incurred by Mortgagor and the granting of this Security Instrument and of the security interest, rights, and/or lien in and to the Secured Property in connection with the Loan are not made or incurred with the intent to hinder, delay, or defraud any present or future creditor of Mortgagor; (b) Mortgagor has not received less than reasonably equivalent value in exchange for incurring the Obligations and/or the granting of this Security Instrument and of the security interest, rights, and/or lien in and to the Secured Property in connection with the Loan; (c) Mortgagor is solvent as of the date hereof, and Mortgagor will not

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become insolvent as a result of incurring the Obligations and/or the granting of this Security Instrument and of the security interest, rights, and/or lien in and to the Secured Property in connection with the Loan; (d) Mortgagor is not engaged, and Mortgagor is not about to engage, in business or a transaction for which any property remaining with Mortgagor is an unreasonably small capital; (e) Mortgagor has not and does not intend to incur, and Mortgagor does not believe that it will incur, debts that would be beyond Mortgagor's ability to pay as such debts mature; and (f) Mortgagor is not granting this Security Instrument and the security interest, rights, and/or lien in and to the Secured Property and/or incurring the Obligations to or for the benefit of an insider (as defined in 11 U.S.C. § 101(31)), under an employment contract and other than in the ordinary course of business.

2.06 Compliance With Laws. Mortgagor has, to the knowledge of Mortgagor, complied with all applicable Legal Requirements with respect to the conduct of its business and ownership of its properties. No governmental orders, permissions, consents, approvals or authorizations are required to be obtained, and no registrations or declarations are required to be filed in connection with the execution, delivery or performance by Mortgagor of its obligations under the Loan Instruments.

2.07 Tax Status. Mortgagor has not been required to file any United States income tax returns or state or municipal tax returns and no federal, state or municipal taxes are now or have ever become due.

2.08 Absence of Foreign or Enemy Status; Absence of Blocked Persons; Foreign Corrupt Practices Act. Neither the Loan, nor Mortgagor's use of the proceeds thereof, will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto. Mortgagor is and shall remain in compliance with the requirements of (a) all applicable anti-money laundering laws and regulations, including without limitation, the USA Patriot Act of 2001, as amended, and (b) Executive Order 13224 of September 23, 2001 "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism" (66 Fed. Reg. 49079 (2001)) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Assets Control, Department of the Treasury ("OFAC") and in any enabling legislation or other executive orders or regulations in respect thereof (the Order and such other rules regulations, legislation or orders are referred to hereinafter, collectively, as the "Orders"). Without limiting the generality of the foregoing, neither Mortgagor, nor to Mortgagor's knowledge, any subsidiary or affiliate of Mortgagor nor any member, partner or shareholder of Mortgagor or to Mortgagor's knowledge, of any such subsidiary, affiliate, member, partner or shareholder (A) is listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders, (B) is the subject of any sanctions administered or enforced by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), or is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, (C) is or will become a "blocked person" described in Section 1 of the Order or (D) knowingly engages or will engage in any dealings or transactions,

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or is or will be otherwise associated, with any such blocked person. No part of the proceeds of the Loan will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the Foreign Corrupt Practices Act of 1977, as amended. Mortgagor shall promptly notify Mortgagee should Mortgagor become aware of any information which would render untrue any of the representations, warranties or covenants set forth in this Section 2.08.

2.09 Federal Reserve Board Regulations. No part of the proceeds of the Loan will be used, directly or indirectly, for the purpose of buying or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System (12 CFR 221), or for the purpose of buying or carrying or trading in any securities under such circumstances as to involve Mortgagor in a violation of Regulation X of said Board (12 CFR 224) or to involve any broker or dealer in a violation of Regulation T of said Board (12 CFR 220). Margin stock does not constitute any of the value of the consolidated assets of Mortgagor and its subsidiaries, if any, and Mortgagor does not have any present intention that margin stock will constitute any of the value of such assets. As used in this Section, the terms "margin stock" and "purpose of buying or carrying" shall have the meanings assigned to them in said Regulation U.

2.10 Investment Company Act and Public Utility Holding Company Act. Neither Mortgagor, nor any subsidiary of Mortgagor, if any, is subject to regulation under the Investment Company Act of 1940, as amended, the Public Utility Holding Company Act of 1935, as amended, the Interstate Commerce Act, as amended, or the Federal Power Act as amended.

2.11 Exempt Status of Transactions Under Securities Act and Representations Relating Thereto. Neither Mortgagor, nor anyone acting on its behalf has (a) solicited offers to make all or any part of the Loan, from more than 35 Persons or (b) otherwise approached, negotiated or communicated with more than 35 Persons regarding the making of all or any part of the Loan by such Person(s). Neither Mortgagor, nor anyone acting on its behalf has taken, or will take, any action that would subject the making of the Loan to the registration requirements of Section 5 of the Securities Act of 1933, as amended.

2.12 ERISA.

2.12A. Neither Mortgagor nor any entity that holds a direct or indirect interest in Mortgagor (a "Constituent Entity") is or shall be (i) an employee benefit plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA") regardless of whether such plan is actually subject to ERISA, (ii) a plan to which Internal Revenue Code Section 4975 applies, or (iii) an entity the underlying assets of which include ERISA "plan assets" by reason of a plan's investment in the entity (e.g., insurance company general or separate account; bank commingled fund).

2.12B. Transactions by or with Mortgagor are not and will not be subject to any Legal Requirements regulating investments of and fiduciary obligations with respect to an

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employee benefit plan (within the meaning of Section 3(3) of ERISA), regardless of whether such plan is actually subject to ERISA.

2.12C. Any liability or obligation that Mortgagor (or any Constituent Entity) may have in respect of an employee benefit plan as defined in Section 3(3) of ERISA regardless of whether such plan is actually subject to ERISA has been and shall continue to be satisfied in full.

ARTICLE 3

DEFAULTS

3.01 Events of Default. The existence of any of the following circumstances shall be deemed an “Event of Default” pursuant to this Security Instrument, without cure or grace period unless expressly otherwise provided herein:

3.01A. if Mortgagor fails to pay any portion of the Obligations as and when the same shall become due and payable as provided in the Loan Instruments; or

3.01B. if Mortgagor fails to perform or observe any other term, provision, covenant or agreement in the Loan Instruments and such failure continues for thirty (30) days following written notice from Mortgagee (or if such default cannot reasonably be cured within such thirty (30) day period and Mortgagor shall have commenced to cure such default within such thirty (30)-day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30)-day period shall be extended for so long as it shall require Mortgagor in the exercise of due diligence to cure such default, it being agreed that no such extension shall exceed ninety (90) days), provided that such thirty (30) day notice and cure period (or extended notice and cure period) shall not apply to (i) any Event of Default described in this Section 3.01 other than this subsection 3.01B, or (ii) any Event of Default under Sections 1.03A, B, C or E, Section 1.05E(4) of this Security Instrument, or, without limiting Section 3.01C, Article 2 of this Security Instrument; or

3.01C. if any representation, warranty, certification, financial statement or other information made or furnished at any time pursuant to the terms of the Loan Instruments or otherwise, by or on behalf of Mortgagor, any Guarantor or any other Person liable for the Obligations, shall prove to be materially false; provided, however that with respect to any representation or warranty of Mortgagor, such misrepresentation shall not constitute an Event of Default if (1) such misrepresentation was inadvertent and non-recurring; (2) such misrepresentation is immaterial, as determined by Mortgagee; and (3) Mortgagor promptly cures such breach within thirty (30) days after obtaining knowledge of the same; or

3.01D. if Mortgagor shall:

(1) apply for, consent to or acquiesce in the appointment of a receiver, trustee or liquidator of Mortgagor or of all or any part of Mortgagor’s assets or the Secured Property or any interest in any part thereof (the term “acquiesce” includes the failure to file a petition or motion to vacate or discharge any order, judgment or decree providing for such appointment within thirty (30) days after the appointment); or

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(2) commence a voluntary case or other proceeding in bankruptcy, or admit in writing its inability to pay its debts as they come due; or

(3) make a general assignment for the benefit of creditors; or

(4) file a petition or an answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future bankruptcy code or any other statute or law relating to bankruptcy, insolvency or other relief for debtors; or

(5) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against it in any bankruptcy, reorganization or insolvency case or proceeding; or

3.01E. if a court of competent jurisdiction enters an order for relief against Mortgagor under any present or future bankruptcy code or any other statute or law relating to bankruptcy, insolvency or other relief for debtors, which order shall continue unstayed and in effect for any period of ninety (90) consecutive days; or

3.01F. if a court of competent jurisdiction enters an order, judgment or decree adjudicating Mortgagor insolvent, approving a petition seeking reorganization or arrangement of Mortgagor or appointing a receiver, custodian, trustee or liquidator of Mortgagor or of all or any part of Mortgagor's assets or the Secured Property or any interest in any part thereof, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days; or

3.01G. if Mortgagor assigns the whole or any part of the Rents arising from the Secured Property or any part thereof without the prior written consent of Mortgagee; or

3.01H. if a Transfer shall occur without the prior written consent of Mortgagee, except as permitted by the express provisions of any Loan Instrument; or

3.01I. if Mortgagor shall be in default beyond any applicable notice, grace and cure period pursuant to any other mortgage, security instrument or other similar security agreement affecting any substantial part of Mortgagor's assets or all or any part of the Secured Property; or

3.01J. if any mechanic's, laborer's or materialman's lien, federal tax lien, broker's lien or other lien not permitted hereunder and affecting the Secured Property or any part thereof is not discharged, by payment, bonding, order of a court of competent jurisdiction or otherwise, within thirty (30) days after Mortgagor receives notice thereof from the lienor or from Mortgagee; or

3.01K. if any of the events described in Section 3.01(D), Section 3.01(E) and/or Section 3.01(F) shall occur in respect of any Guarantor; or

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3.01L. if a default by any Guarantor shall occur under any guaranty, indemnity agreement, or other instrument which it has executed in connection with the Loan, after the expiration of any notice or cure period explicitly provided for therein; or;

3.01M. if any Guarantor shall contest, repudiate or purport to revoke any guaranty, indemnity agreement or other instrument which it has executed in connection with the Loan for any reason or if any such guaranty, indemnity or other instrument shall cease to be in full force and effect as to the Guarantor or shall be judicially declared null and void as to the Guarantor, or if any Guarantor shall be liquidated, dissolved or wound-up.

ARTICLE 4

REMEDIES

4.01 Acceleration, Foreclosure, etc. Upon the happening of any Event of Default, Mortgagee may, at its sole option, declare the entire unpaid balance of the Obligations, including, the Make-Whole Amount and any other prepayment charges, if any, due pursuant to any Loan Instrument, immediately due and payable without notice or demand, provided, however, simultaneously with the occurrence of an Event of Default under Section 3.01D, 3.01E or 3.01F, and without the necessity of any notice or other action by the Mortgagee, all Obligations shall automatically become and be due and payable, without notice or demand. In addition, upon the happening of any Event of Default, Mortgagee may, at its sole option, without further delay, undertake any one or more of the following or exercise any other remedies available to it under applicable law or equity:

4.01A. Foreclosure. Institute an action, judicial or otherwise, to foreclose this Security Instrument, or take such other action as may be allowed at law or in equity, for the enforcement hereof and realization on the Secured Property or any other security which is herein or elsewhere provided for, or proceed thereon through power of sale or to final judgment and execution thereon for the entire unpaid balance of the Obligations, including interest at the rate specified in the Loan Instruments to the date of the Event of Default and thereafter at the Increased Rate, and all other sums secured by this Security Instrument, including all attorneys' fees and expenses, costs of suit and other collection costs, interest at the Increased Rate on any judgment obtained by Mortgagee from and after the date of any sale of the Secured Property (which may be sold in one parcel or in such parcels, manner or order as Mortgagee shall elect) until actual payment is made of the full amount due Mortgagee pursuant to the Loan Instruments, any law, usage or custom to the contrary notwithstanding.

4.01B. Partial Foreclosure. Mortgagee shall have the right to foreclose the lien hereof to satisfy payment and performance of any part of the Obligations from time to time. If an Event of Default exists as to the payment of any part of the Obligations, as an alternative to the right of foreclosure to satisfy payment of the Obligations after acceleration thereof, to the extent permitted by applicable law, Mortgagee may institute partial foreclosure proceedings ("Partial Foreclosure") with respect to the portion of the Obligations as to which the Event of Default exists, as if under a full foreclosure, and without declaring the entire unpaid balance of the Obligations due. If Mortgagee institutes a Partial Foreclosure, Mortgagee may sell, from time to time, such part or parts of the Secured Property as Mortgagee, in its discretion, deems

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appropriate, and may make each such sale subject to the continuing lien of this Security Instrument for the remainder, from time to time, of the Obligations. No Partial Foreclosure, if so made, shall in any manner affect the remainder, from time to time, of the Obligations or the priority of this Security Instrument. As to such remainder, this Security Instrument and the lien hereof shall remain in full force and effect as though no foreclosure sale had been made pursuant to the provisions of this Section 4.01B. Notwithstanding the filing of any Partial Foreclosure or the entry of a decree of sale therein, Mortgagee may elect, at any time prior to any Partial Foreclosure, to discontinue such Partial Foreclosure and the acceleration of the Obligations by reason of any Event of Default upon which such Partial Foreclosure was predicated, and to proceed with full foreclosure proceedings. Mortgagee may commence a Partial Foreclosure, from time to time, as to any part of the Obligations without exhausting the right of full foreclosure or Partial Foreclosure for any other part of the Obligations as to which such Partial Foreclosure shall not have occurred.

4.01C. Entry. Mortgagee personally, or by its agents or attorneys, may enter all or any part of the Secured Property, and may exclude Mortgagor, its agents and servants wholly therefrom without liability for trespass, damages or otherwise. Mortgagor shall surrender possession of the Secured Property to Mortgagee on demand after the happening of any Event of Default. Thereafter, Mortgagee may use, operate, manage and control the Secured Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers. Upon each such entry, Mortgagee, at the expense of Mortgagor from time to time, either by purchase, repairs or construction, may maintain and restore the Secured Property, and may insure the same. At the expense of Mortgagor, Mortgagee may make, from time to time, all necessary or desirable repairs, renewals and replacements and such alterations, additions, betterments and improvements thereto and thereon as Mortgagee may deem advisable. In each of the circumstances described in this Section 4.01C, Mortgagee shall have the right to manage and operate the Secured Property and to carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto, either in the name of Mortgagor or otherwise as Mortgagee shall deem best.

4.01D. Collection of Rents, etc. Mortgagee may collect and receive all Rents. Mortgagee may deduct, from the monies so collected and received, all expenses of conducting the business of the Secured Property and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for Impositions, insurance, taxes and assessments, liens or other charges upon the Secured Property or any part thereof, as well as reasonable compensation for the services of Mortgagee and for all attorneys, agents, clerks, servants, and other employees engaged and employed by Mortgagee. After such deductions and the establishment of all reasonable reserves, Mortgagee shall apply all such monies to the payment of the unpaid Obligations. Mortgagee shall account only for Rents actually received by Mortgagee.

4.01E. Receivership. Mortgagee may have a receiver appointed to enter into possession of the Secured Property, collect the Rents therefrom and apply the same as the court may approve. Mortgagee may have a receiver appointed, as a matter of right without notice and without the necessity of proving either the inadequacy of the security provided by this Security Instrument or the insolvency of Mortgagor or any other Person who may be legally or equitably liable to pay the Obligations. Mortgagor and each such Person, presently and prospectively,

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waive such proof and consent to the appointment of such receiver. If Mortgagee or any receiver collects the Rents, the monies so collected shall not be substituted for payment of the Obligations, nor can they be used to cure an Event of Default, without the prior written consent of Mortgagee. Mortgagee shall not be liable to account for Rents not actually received by Mortgagee.

4.01F. Specific Performance. Mortgagee may institute an action for specific performance of any covenant contained herein or in aid of the execution of any power herein granted.

4.01G. Recovery of Sums Required to be Paid. Mortgagee may, from time to time, take action to recover any sum or sums which constitute a part of the Obligations as such sums shall become due, without regard to whether or not the remainder of the Obligations shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure or any other action for each Event of Default existing from time to time.

4.01H. Other Remedies. Mortgagee may take all actions permitted under the Uniform Commercial Code of the State and may take any other action, or pursue any other right or remedy, as Mortgagee may have under applicable law, and Mortgagor does hereby grant such rights to Mortgagee.

4.01I. Intentionally Omitted.

4.02 No Election of Remedies. Mortgagee may, in its discretion, exercise all or any of the rights and remedies provided herein or in the other Loan Instruments, or which may be provided by statute, law, equity or otherwise, in such order and manner and from time to time, as Mortgagee shall elect without impairing Mortgagee's lien or rights pursuant to any of the Loan Instruments and without affecting the liability of any Person for the Obligations.

4.03 Mortgagee's Right to Release, etc. Mortgagee may, in its discretion, from time to time, release (for such consideration as Mortgagee may require) any part of the Secured Property (A) without notice to, or the consent, approval or agreement of any other party in interest, (B) without, as to the remainder of the Secured Property, in any way impairing or affecting the validity or the lien of this Security Instrument or any of the other Loan Instruments, or the priority thereof and (C) without releasing Mortgagor from any liability for any of the Obligations. Mortgagee may accept, by assignment, pledge or otherwise, any other property in place of any part of the Secured Property as Mortgagee may require without being accountable for so doing to any other lienor or other Person. To the extent permitted by law, neither Mortgagor, nor the holder of any lien or encumbrance affecting the Secured Property or any part thereof shall have the right to require Mortgagee to marshal assets.

4.04 Mortgagee's Right to Remedy Defaults, etc. Upon the occurrence of an Event of Default, and thereafter until such time as Mortgagee delivers written notice to Mortgagor that the Loan has been reinstated following the cure of such Event of Default, or if any action or proceeding is commenced which affects Mortgagee's interest in the Secured Property or any part thereof, including, but not limited to, eminent domain, code enforcement, or proceedings of any nature whatsoever under any federal or state law, whether now existing or hereafter enacted or

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amended, relating to bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, then Mortgagee may, but without obligation to do so and without releasing Mortgagor from any obligation hereunder, cure such defaults, make such appearances, disburse such sums and/or take such other action as Mortgagee deems necessary or appropriate to protect Mortgagee's interest, including disbursement of attorneys' fees, entry upon the Secured Property to make repairs, payment of Impositions or insurance premiums or otherwise cure the default in question or protect the security of the Secured Property, and payment, purchase, contest or compromise of any encumbrance, charge or lien encumbering the Secured Property. Mortgagor further agrees to pay all expenses incurred by Mortgagee (including fees and disbursements of counsel) pursuant to this Section 4.04, including those incident to the curing of any default and/or the protection of the rights of Mortgagee hereunder, and enforcement or collection of payment of the Note or any future advances whether by judicial or nonjudicial proceedings, or in connection with any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding of Mortgagor, or otherwise. Any amounts disbursed by Mortgagee pursuant to this Section 4.04 shall be additional indebtedness of Mortgagor secured by this Security Instrument as of the date of disbursement and shall bear interest at the Increased Rate from such date until paid by Mortgagor in full. All such amounts shall be payable by Mortgagor within ten (10) Business Days after Mortgagee's written demand therefor, which written demand shall be delivered to Mortgagor promptly following the date on which Mortgagee made such disbursement. Nothing contained in his Section 4.04 shall be construed to require Mortgagee to incur any expense, make any appearance or take any other action and any action taken by Mortgagee pursuant to this Section 4.04 shall be without prejudice to any other rights or remedies available to Mortgagee pursuant to any Loan Instrument or at law or in equity.

4.05 Waivers. To the extent permitted by applicable law, waives and releases (A) all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Secured Property, or any part of the proceeds arising from any sale of the Secured Property, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time; (B) all benefits that might accrue to Mortgagor from requiring valuation or appraisal of any part of the Secured Property levied or sold on execution of any judgment recovered for the Obligations; (C) all notices not herein or in any other Loan Instrument specifically required as a result of Mortgagor's default or of Mortgagee's exercise, or election to exercise, any option pursuant to any of the Loan Instruments, except as otherwise required pursuant to applicable law; and (D) all rights of redemption to the extent that Mortgagor may lawfully waive same. At no time will Mortgagor insist upon, plead or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law or any exemption from execution or sale of the Secured Property or any part thereof, whenever enacted, now or at any time hereafter in force, which may affect the covenants or terms of performance of the Loan Instruments. Similarly, Mortgagor will not claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Secured Property or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment or order of any court of competent jurisdiction. After any such sale or sales, to the extent permitted by law, Mortgagor shall not claim or exercise any right under any law or laws heretofore or hereafter enacted to redeem the property so sold or any part thereof. Mortgagor waives all benefits or advantages of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee. Mortgagor shall suffer and permit the

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execution of every such power as though no such law or laws had been made or enacted. To the extent permitted by law, the Secured Property may be sold in one parcel, as an entirety, or in such parcels, manner or order as Mortgagee in its discretion may decide. To the extent permitted by law, neither Mortgagor nor the holder of any lien or encumbrance affecting the Secured Property or any part thereof may require Mortgagee to marshal assets.

4.06 Prepayment. Mortgagor shall pay the charge provided in the Note for prepayment of the Obligations if for any reason (other than as expressly provided in the Loan Instruments) (including the acceleration of the due date of the Obligations by Mortgagee following the occurrence of an Event of Default) any of such Obligations shall be due and payable or paid prior to the stated maturity date thereof, whether or not such payment is made prior to or at any sale held pursuant to or by virtue of this Article 4. Mortgagee has relied on Mortgagor's creditworthiness and its agreement to repay the Obligations in strict accordance with the terms set forth in the Loan Instruments, and would not make the Loan without the promises by Mortgagor to make all payments due pursuant to the Loan Instruments and not to prepay all or any part of the principal balance of the Note prior to the final maturity date thereof, except on the terms expressly set forth herein and in the Note. Therefore, any prepayment of the Note, whether occurring as a voluntary prepayment by Mortgagor or occurring upon an acceleration of the Note by Mortgagee or otherwise, will prejudice Mortgagee's ability to meet its obligations and to earn the return on the funds advanced to Mortgagor, which Mortgagee intended and expected to earn when it made the Loan, and will also result in other losses and additional expenses to Mortgagee. In consideration of Mortgagee making the Loan at the interest rate and for the term set forth in the Note, Mortgagor expressly waives all rights it may have under applicable law to prepay, without charge or premium, all or any part of the Note, either voluntarily or upon an acceleration of the Note by Mortgagee, including an acceleration upon the making or suffering by Mortgagor of any transfer or disposition prohibited by Section 1.11. Except as expressly provided in the Loan Instruments, if a prepayment of all or any part of the principal balance of the Note is made by or on behalf of Mortgagor, for any reason, whether due to the voluntary acceptance by Mortgagee of a prepayment tendered by Mortgagor, or the acceleration of the Note by Mortgagee, or in connection with any reinstatement of the Loan Instruments pursuant to any foreclosure proceedings, or any right of redemption exercised by Mortgagor or any other party having the right to redeem or to prevent any foreclosure of this Security Instrument, or upon the consummation of any foreclosure sale, or under any other circumstances, Mortgagor or any other Person making any such prepayment shall be obligated to pay, concurrently therewith, the Make-Whole Amount, as defined and as set forth in the Note, and the payment of the Make-Whole Amount shall be a condition to the making of such prepayment, and the payment of the Make-Whole Amount shall be secured by this Security Instrument and the other Loan Instruments. Mortgagor shall pay the Make-Whole Amount without prejudice to the right of Mortgagee to collect any other amounts due pursuant hereto or to declare a default hereunder. Nothing herein shall be construed as permitting any partial prepayment of the Obligations, except as expressly provided in the Loan Instruments, or with Mortgagee's prior written consent thereto obtained in each instance.

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ARTICLE 5

MISCELLANEOUS

5.01 Non-Waiver. The failure of Mortgagee to insist upon strict performance of any term of this Security Instrument or any other Loan Instrument shall not be deemed to be a waiver of any term of this Security Instrument or any other Loan Instrument. Mortgagor shall not be relieved of its obligation to pay and perform the Obligations, at the time and in the manner provided in the Loan Instruments, by reason of (A) a failure by Mortgagee to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions of this Security Instrument or of any other Loan Instrument (regardless of whether or not Mortgagor has requested Mortgagee to do so), (B) the release, regardless of consideration, of the whole or any part of the Secured Property or any other security for the Obligations, or (C) any agreement or stipulation between Mortgagee and any subsequent owner or owners of the Secured Property or any other Person extending the time of payment or otherwise modifying or supplementing the terms of this Security Instrument or any other Loan Instrument, without first having obtained the consent of Mortgagor. Mortgagor shall pay and perform the Obligations at the time and in the manner provided in this Security Instrument and the other Loan Instruments as so extended, modified or supplemented, unless expressly released and discharged by Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Secured Property, Mortgagee may release any Person at any time liable for the payment or performance of the Obligations, or any part thereof, or any part of the security held for the Obligations, and may extend the time of such payment or performance or otherwise modify the terms of any Loan Instrument, including a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting any of the Loan Instruments or the lien thereof or the priority of this Security Instrument, as so extended and modified, as security for the Obligations over any such subordinate lien, encumbrance, right, title or interest. Mortgagee may resort for the payment and performance of the Obligations to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to require payment and performance of the Obligations, or any part thereof, or to enforce any term of this Security Instrument, without prejudice to the right of Mortgagee thereafter to foreclose this Security Instrument. In addition to the rights and remedies stated in this Security Instrument, Mortgagee may exercise every additional right and remedy now or hereafter afforded by law or in equity. Each right of Mortgagee pursuant to this Security Instrument shall be separate, distinct and cumulative, and no such right shall be given effect to the exclusion of any other. No act of Mortgagee shall be construed as an election to proceed pursuant to any one provision of this Security Instrument to the exclusion of any other provision.

5.02 Sole Discretion of Mortgagee. Whenever pursuant to this Security Instrument or in any other Loan Instrument (A) Mortgagee exercises any right to approve or disapprove or to give or withhold its consent, (B) any arrangement or term is to be satisfactory to Mortgagee, or (C) any other decision or determination is to be made by Mortgagee, Mortgagee may give or withhold such approval or consent, determine whether or not such arrangement or term is satisfactory, and make all other decisions or determinations, in Mortgagee's sole and absolute discretion, and Mortgagee's decision shall be final and conclusive except where this Security Instrument expressly provides to the contrary. If Mortgagor shall seek the consent or approval

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of Mortgagee pursuant to this Security Instrument and Mortgagee shall fail or refuse to give such consent or approval, Mortgagor shall not be entitled to any damages for any withholding of such approval or consent by Mortgagee. Mortgagor's sole remedy shall be an action for injunctive or declaratory relief, which remedy shall be available only in those cases where Mortgagee has expressly agreed not to unreasonably withhold its consent or approval.

5.03 Legal Tender. Mortgagor shall pay all payments of principal, interest or other amounts required or provided for herein in lawful money of the United States of America at the time of payment, at the above described office of Mortgagee or at such other place as Mortgagee may from time to time designate.

5.04 No Merger or Termination. If both the lessor's and Lessee's estates under any Lease or any portion thereof which constitutes a part of the Secured Property shall at any time become vested in one owner, this Security Instrument and the lien created hereby shall not be destroyed or terminated by the application of the doctrine of merger and in such event, Mortgagee shall continue to have and enjoy all of its rights and privileges as to the separate estates. In addition, the foreclosure of this Security Instrument shall not destroy or terminate any Lease or sublease then existing and created by Mortgagor, whether by application of the law of merger or as a matter of law or otherwise, unless Mortgagee or any purchaser at any sale related to such foreclosure shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any Lease or sublease, unless Mortgagee or such purchaser shall give written notice thereof to the related Lessee or sublessee.

5.05 Discontinuance of Actions. If Mortgagee shall enforce any right pursuant to this Security Instrument by foreclosure, sale, entry or otherwise and discontinue or abandon such enforcement for any reason or any such proceedings shall have been determined adversely, then, in each such case, Mortgagor and Mortgagee shall be restored to their former positions and rights hereunder, and the Secured Property shall remain subject to the lien of this Security Instrument.

5.06 Headings. The headings of the Sections and other subdivisions of this Security Instrument are for the convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

5.07 Notice to Parties. All notices and demands or other communications hereunder shall be in writing, and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by generally recognized overnight delivery service, with postage prepaid, addressed to Mortgagor or Mortgagee, as applicable, at the addresses stated below, or at such other address of which either Mortgagor or Mortgagee may hereafter notify the other in writing:

Mortgagor:

TGA Bedford Park LLC
c/o Nuveen Real Estate
2300 N. Field Street
Suite 1650
Dallas, Texas 75201
Attn: Director, Industrial Capital Markets

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with a copy to:

TGA Bedford Park LLC
 c/o Nuveen Real Estate
 333 West Wacker Drive
 Chicago, Illinois 60606
 Attn: Graham Catlin, Associate General Counsel

And

Paul Hastings LLP
 200 Park Avenue
 New York, New York 10166
 Attn: Gerd S. Alexander, Esq.

Mortgagee:

New York Life Insurance Company
 c/o New York Life Real Estate Investors
 51 Madison Avenue
 New York, New York 10010-1603
 Attn: Senior Director – Loan Administration
 Division
 Loan No. 374-1053

with a copy to:

New York Life Insurance Company
 Office of the General Counsel
 51 Madison Avenue
 New York, New York 10010-1603
 Attn: Managing Director – Real Estate Section

and

Akerman LLP
 666 Fifth Avenue, 20th Floor
 New York, New York 10103
 Attn: Samuel S. Lee, Esq.

Each notice or demand so given or served shall be deemed given and effective, (A) if personally delivered, on the day of actual delivery or refusal and (B) if sent by generally recognized overnight delivery service, on the next Business Day. Notwithstanding the foregoing, service of any notice of default or notice of sale provided or required by law shall, if mailed as required by law, be deemed given and effective on the date of mailing.

5.08 Successors and Assigns Included In Parties. Subject to the provisions of Section 1.11, each reference herein to Mortgagor or Mortgagee shall mean and include, the heirs, legal representatives, successors and assigns of such Person. All covenants and agreements contained in this Security Instrument by or on behalf of Mortgagor shall bind Mortgagor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Mortgagor's permitted successors and assigns, and all covenants and agreements by or on behalf of Mortgagee shall bind and inure to the benefit of Mortgagee's successors and assigns.

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5.09 Changes and Modifications. This Security Instrument may only be changed or modified by an agreement in writing, signed by both Mortgagor and Mortgagee.

5.10 Applicable Law. THIS SECURITY INSTRUMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY MORTGAGOR AND ACCEPTED BY MORTGAGEE IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS AND ASSIGNMENTS OF LEASES AND RENTS CREATED PURSUANT TO THIS SECURITY INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE SECURED PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF THIS SECURITY INSTRUMENT AND ALL OF THE OBLIGATIONS ARISING HEREUNDER. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5.10, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE SECURED PROPERTY IS LOCATED; MORTGAGOR HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK GOVERNS THIS SECURITY INSTRUMENT, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS SECTION 5.10, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE SECURED PROPERTY IS LOCATED, THIS SECURITY INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

5.11 Invalid Provisions to Affect No Others. The unenforceability or invalidity of any provision or provisions of this Security Instrument as to any Persons or circumstances shall not render that provision or those provisions unenforceable or invalid as to any other Persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable.

5.12 Usury Savings Clause. Mortgagor and Mortgagee intend to conform strictly to the usury laws now or hereafter in force in the State and all interest payable pursuant to the Note, this Security Instrument or any other Loan Instrument, unless exempt from such laws, shall be subject to reduction to the amount equal to the maximum non-usurious amount allowed pursuant

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to such usury laws as now or hereafter construed by the courts having jurisdiction over such matters. The aggregate of all interest (whether designated as interest, service charges, points or otherwise) contracted for, chargeable or receivable pursuant to the Note, this Security Instrument or any other Loan Instrument shall under no circumstances exceed the maximum legal interest rate which Mortgagee may charge under applicable law from time to time. Any interest in excess of the maximum amount permitted by law shall be deemed a mistake and shall be canceled automatically and, if theretofore paid, Mortgagee shall, at its option, either rebate such interest to Mortgagor or credit such interest to the principal amount of the Obligations (without payment of the Make-Whole Amount), or if all such principal has been repaid, Mortgagee shall rebate such excess to Mortgagor.

5.13 No Statute of Limitations. To the full extent permitted by law, Mortgagor hereby waives the pleading of any statute of limitations as a defense to any or all of the Obligations.

5.14 Late Charges. If Mortgagor fails to pay, when due, without regard to any grace period, any installment of interest or principal (other than payment of the outstanding principal balance due on the maturity of the Loan or earlier acceleration thereof), any payment due pursuant to Section 1.04 or any deposit or reserve due pursuant to this Security Instrument or any other Loan Instrument, Mortgagor shall pay to Mortgagee (unless waived by Mortgagee) the Late Charge as defined and described in the Note. Each such Late Charge, if not previously paid, shall, at the option of Mortgagee, be added to and become part of the succeeding monthly payment to be made pursuant to the Note, and shall be secured by this Security Instrument.

5.15 Waiver of Jury Trial. Mortgagor waives any right to trial by jury with respect to any action or proceeding (a) brought by Mortgagor, Mortgagee or any other Person relating to (i) the Obligations or any understandings or prior dealings between Mortgagor and Mortgagee or (ii) the Loan Instruments, or (b) to which Mortgagee is a party.

5.16 Continuing Effectiveness. This Security Instrument shall secure all advances made pursuant to the Loan Instruments, all rearrangements and renewals of the Obligations and all extensions as to the time of payment thereof, whether or not such advances, rearrangements, renewals or extensions are evidenced by new promissory notes or other instruments hereafter executed and irrespective of whether filed or recorded. The execution of this Security Instrument shall not impair or affect any other security which may be given to secure the payment of the Obligations, and all such additional security shall be considered as cumulative. The taking of additional security, execution from time to time of partial releases as to the Secured Property or any extension of time of payment of the Obligations shall not diminish the force, effect or lien of this Security Instrument, and shall not affect or impair the liability of any maker, surety or endorser for the payment of the Obligations.

5.17 Time of Essence. Time is of the essence as to Mortgagor's performance of each provision of this Security Instrument, the Note and the other Loan Instruments. Mortgagor agrees that where, by the terms of this Security Instrument, the Note or any other Loan Instrument, a day is named or a time is fixed for the payment of any sum of money or the performance of any obligation by Mortgagor, the day and/or time stated enters into the consideration and is of the essence of the whole contract.

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5.18 Non-Recourse. This Security Instrument is, and shall be, subject to, the exculpation provisions of Section 14 of the Note.

5.19 Non-Business Days. If any payment required hereunder or under any other Loan Instrument becomes due on a day that is not a Business Day, then such payment shall be due and payable on the immediately preceding Business Day.

5.20 Single Purpose Entity. Mortgagor represents, warrants and covenants that at all times since its formation and thereafter:

5.20A. Each of Mortgagor and any SPE Principal, does not own and will not own, either directly or indirectly, any asset or property other than (i) with respect to Mortgagor, the Secured Property and incidental personal property necessary for the ownership, management, leasing, holding, transferring, exchanging, development, maintenance or operation of the Secured Property and (ii) with respect any SPE Principal, the general partnership or managing member interest in Mortgagor, as applicable.

5.20B. Each of Mortgagor and any SPE Principal, has not engaged in and will not engage in any business other than (i) with respect to Mortgagor, the ownership, management, leasing, holding, transferring, exchanging, development, maintenance or operation of the Secured Property and incidental activities that are necessary to accomplish the foregoing and (ii) with respect to any SPE Principal, the ownership of the general partnership or managing member interest in Mortgagor, as applicable, and each of Mortgagor and any SPE Principal, will conduct and operate its business as presently conducted and operated.

5.20C. Unless Mortgagor is a corporation or Acceptable Delaware LLC, has and shall have an SPE Principal as its only general partner or managing member, as applicable,

5.20D. Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, each of Mortgagor and any SPE Principal, as applicable, has not entered and will not enter into any contract or agreement with any affiliate of Mortgagor, any constituent party of Mortgagor or any affiliate of any constituent party, except upon terms and conditions that are intrinsically fair, commercially reasonable and that are no less favorable to such Mortgagor than are obtainable in the market from a Person that is not an affiliate of same.

5.20E. Each of Mortgagor and any SPE Principal, as applicable, has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than, with respect to Mortgagor, (1) the Obligations and (2) trade and operational debt incurred in the ordinary course of business with trade creditors in amounts as are normal and reasonable under the circumstances provided that such debt is paid within ninety (90) days of the date it is incurred, (3) property taxes not yet delinquent except to the extent same are being contested in good faith, (4) tenant allowances and capital expenditure costs required under Leases or otherwise permitted to be incurred under the Loan Instruments that are paid on or prior to the date when due except to the extent same are being contested in good faith, and (5) equipment or personal property (including FF&E and vehicles) financing (not to exceed \$1,000,000 in the aggregate) that (i) is entered into on

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commercially reasonable terms and conditions in the ordinary course of such Mortgagor's business, (ii) relate to personal property which is (A) used in connection with the operation and maintenance of the Secured Property owned by such Mortgagor in the ordinary course of such Mortgagor's business and (B) is readily replaceable without material interference or interruption to the operation of the Secured Property owned by such Mortgagor and (iii) is secured only by the financed equipment or personal property; and no Indebtedness other than the Obligations or as otherwise expressly permitted under Loan Instruments may be secured.. No indebtedness other than the Obligations may be secured (subordinate or pari passu) by the Secured Property.

5.20F. Each of Mortgagor and any SPE Principal, as applicable, has not made and will not make any loans or advances to any third party (including any affiliate, constituent party or any affiliate of any constituent party), except as permitted in the Loan Instruments or as otherwise required by Lender, nor will it permit any affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Instruments). Notwithstanding the foregoing, the co-borrower structure contemplated herein and in the other Loan Instruments with respect to the Loan will not be deemed a violation of the provisions of this Section, and have not and will not acquire obligations or securities of its affiliates or any constituent party.

5.20G. Each of Mortgagor and any SPE Principal, as applicable, has been, is and intends to remain solvent, to the extent sufficient funds are generated from the Secured Property owned by such Mortgagor; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of such Person to make any additional capital contributions to such Person, and each of Mortgagor and any SPE Principal has and will pay its own debts and liabilities from its assets (to the extent sufficient funds are generated from the Secured Property owned by such Mortgagor; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of such Person to make any additional capital contributions to such Person), as the same shall become due.

5.20H. Each of Mortgagor and any SPE Principal as applicable, has done or caused to be done and will do or cause to be done all things necessary to observe organizational formalities and preserve its existence, and each of Mortgagor and any SPE Principal, as applicable, has not and will not, nor has Mortgagor or any SPE Principal, as applicable, permitted nor will Mortgagor or any SPE Principal, as applicable, permit any of its constituent parties, to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation, bylaws, articles of organization, operating agreement, trust agreement or other organizational document of Mortgagor, any SPE Principal, as applicable, or such constituent party in a manner which materially and adversely affects such Mortgagor's and any SPE Principal's existence as a single purpose bankruptcy remote entity, nor has any such action heretofore been taken, except as required by Mortgagee.

5.20I. Each of Mortgagor and any SPE Principal, as applicable, has and will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates, any constituent party and any other Person; provided, however, Mortgagor or any SPE Principal, as applicable, may include its financial statements as part of a consolidated financial statement if such statements contain a notation that makes clear that Mortgagor or any SPE Principal, as applicable is a separate entity and that the assets and credit of Mortgagor or

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any SPE Principal, as applicable, are not available to satisfy liabilities of any other Person and that the assets and credit of such other Person are not available to satisfy liabilities of Mortgagor or any SPE Principal, as applicable; each of Mortgagor and any SPE Principal, as applicable, has and will file its own tax returns as required by applicable state and federal law, except to the extent that Mortgagor is treated as a “disregarded entity” for taxes and is not required to file tax returns pursuant to applicable law; each of Mortgagor and any SPE Principal, as applicable, has maintained and shall maintain its books, records, resolutions and agreements as official records.

5.20J. Each of Mortgagor and any SPE Principal, as applicable, has been and will be, and at all times has and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of Mortgagor or any SPE Principal, as applicable, any constituent party of Mortgagor or any SPE Principal, as applicable, or any affiliate of any constituent party), has corrected and will correct any known misunderstanding regarding its status as a separate entity, and has conducted and will conduct business in its own name, has not identified and shall not identify itself or any of its affiliates as a division or part of the other, or will allocate by written agreement fairly and reasonably any rent, overhead, common expenses and expenses for shared office space (it being agreed and understood that nothing herein shall require a Mortgagor, its affiliates or any of its constituent owners to contribute capital to a Mortgagor), and has maintained and shall maintain and utilize separate stationery, invoices and checks.

5.20K. Each of Mortgagor and any SPE Principal, as applicable, has not assumed or guaranteed and will not assume or guarantee the debts of any other Person, has not held and will not hold itself out to be responsible for the debts of any other Person, and has not and will not otherwise pledge its assets for the benefit of any other Person or hold out its credit as being available to satisfy the obligations of any other Person, except as permitted in the Loan Instruments with Lender or as otherwise required by Lender, nor will it permit any affiliate to guarantee or pay its obligations (other than limited guarantees and indemnities set forth in the Loan Instruments). Notwithstanding the foregoing, the co-borrower structure contemplated herein and in the other Loan Instruments with respect to the Loan will not be deemed a violation of the provisions of this Section.

5.20L. Each of Mortgagor and any SPE Principal, as applicable, has maintained and intends to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations provided, however, that no Person shall be required to make any direct or indirect additional capital contributions thereto.

5.20M. Neither Mortgagor nor any SPE Principal, as applicable, nor any of their respective constituent parties has caused or, to the fullest extent permitted by applicable law, will cause or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of Mortgagor or any SPE Principal, as applicable, or the division of Mortgagor or SPE Principal into multiple entities or series pursuant to Section 18-217 of the Delaware LLC Act; and neither Mortgagor nor any SPE Principal, as applicable, nor any of their respective constituent parties has disposed or will dispose of all or substantially all of the assets of Mortgagor or any SPE Principal, as applicable, and has not changed and will not change Mortgagor's or its any SPE Principal's, as applicable, legal structure.

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5.20N. Each of Mortgagor and any SPE Principal, as applicable, has not commingled and will not commingle the funds and other assets of Mortgagor or any SPE Principal, as applicable, with those of any affiliate or constituent party or any other Person, other than those of the Other Mortgagors.

5.20O. Each of Mortgagor and any SPE Principal, as applicable, have maintained and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any affiliate or constituent party, or any other Person.

5.20P. Each of Mortgagor and any SPE Principal, as applicable, does not and will not hold itself out to be responsible for the debts or obligations of any other Person.

5.20Q. Each of Mortgagor and any SPE Principal, as applicable, does and shall continue to (i) allocate fairly and reasonably any overhead and expense for office space shared with any affiliated Person (ii) pay any liabilities, including salaries of its employees, out of its own funds and not from funds of any affiliated Person and/or (iii) maintain a sufficient number of employees (which may be zero) in light of its contemplated business operations.

5.20R. Each of Mortgagor and any SPE Principal, shall not violate or cause to be violated the assumptions made with respect to Mortgagor and any SPE Principal, and their respective direct or indirect constituent entities in any opinion letter pertaining to substantive consolidation delivered to Mortgagee in connection with the Loan, if any.

5.20S. Within the same time frame set forth in this Security Instrument or any other applicable Loan Instrument for the delivery of quarterly financial statements, Mortgagor shall deliver to Mortgagee a certification executed by an officer of Mortgagor, to the extent such certification is then required to be delivered to Mortgagee pursuant to Section 1.06A of this Security Instrument, certifying to Mortgagee that, as of such date, Mortgagor and any SPE Principal, complies with the provisions of Section 5.20 of this Security Instrument.

5.20T. Mortgagor's limited liability company agreement, limited partnership agreement or articles of incorporation, as applicable, shall contain the provisions set forth in Section 5.20(A)-(S) of this Security Instrument and, unless Mortgagor is a corporation or an Acceptable Delaware LLC, its sole general partner or managing member, as applicable, shall be an SPE Principal that is a corporation or an Acceptable Delaware LLC with articles of incorporation or a limited liability company agreement, as applicable, that contains the provisions set forth in Section 5.20(A)-(S) of this Security Instrument. So long as any Obligations are outstanding, none of such instruments shall be amended, altered or changed without the prior written consent of Mortgagee.

5.20U. Within the same time frame set forth in this Security Instrument or any other applicable Loan Instrument for the delivery of quarterly financial statements, Mortgagor shall deliver to Mortgagee a certification executed by an officer of Mortgagor certifying to Mortgagee that, as of such date, Mortgagor and any SPE Principal, complies with the provisions of Section 5.20 of this Security Instrument.

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5.20V. Each of Mortgagor and its general partner(s) or managing member(s), as applicable, shall be formed in Delaware; and at all times, Mortgagor's and its general partner(s)' or managing member's, as applicable, limited liability company agreement, limited partnership agreement or articles of incorporation, as applicable, shall contain the provisions set forth in Section 5.20(A)-(U) of this Security Instrument and, unless Mortgagor is a corporation or an Acceptable Delaware LLC, its sole general partner or managing member, as applicable, shall be an SPE Principal that is a corporation or an Acceptable Delaware LLC with articles of incorporation or a limited liability company agreement, as applicable, that contains the provisions set forth in Section 5.20(A)-(U) of this Security Instrument. So long as any Obligations are outstanding, none of such instruments shall be amended, altered or changed without the prior written consent of Mortgagor.

5.20W. In the event that Mortgagor or any SPE Principal is a corporation or an Acceptable Delaware LLC, it shall at all times cause there to be at least one duly appointed director or manager, as applicable (an "Independent Director") of Mortgagor or such SPE Principal. The Independent Director shall be satisfactory to Mortgagee, and must be a natural person employed by, or an entity owned and controlled by a nationally recognized corporate service provider and shall not at the time of initial appointment, nor at any time during the preceding five (5) years have been: (1) a stockholder, director, officer, employee, partner, attorney or counsel of Mortgagor any SPE Principal, or any affiliate of Mortgagor or any SPE Principal; (2) a customer, supplier or other person who derives more than ten percent (10%) of its purchases or revenues from its activities with Mortgagor or any SPE Principal or any affiliate of Mortgagor or any SPE Principal; (3) a Person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other Person; or (4) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person. As used in this paragraph, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a Person or entity, whether through ownership of voting securities, by contract or otherwise. The affirmative vote or written consent of the Independent Director shall be required for the Mortgagor and any SPE Principal to approve or take any Material Action. No termination or change of the Independent Director shall be made without giving Mortgagee at least five (5) Business Days prior written notice, which notice shall include a copy of a resume for such proposed replacement Independent Director that reflects that such individual meets the requirements contained herein; provided further, that Mortgagee shall have the right to object to the appointment of said replacement and in the event of such objection, the proposed replacement shall not be admitted. Notwithstanding the foregoing, any current Independent Director that receives notice of the termination of its duties shall provide a copy of said notice to Mortgagee within five (5) days of receipt thereof. To the fullest extent permitted by applicable law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of Mortgagor and any SPE Principal (including their respective creditors) and the members, partners or shareholders of Mortgagor and any SPE Principal, as applicable ("Constituent Owners"), in acting or otherwise voting on any Material Actions or matters provided for in Mortgagor's such SPE Principal's organizational documents (which such fiduciary duties to the Constituent Owners, Mortgagor and any SPE Principal (including their respective creditors), in each case, shall be deemed to apply solely to the extent of their respective economic interests in such entity, exclusive of (x) all other interests (including, without limitation, all other interests of the Constituent Owners), (y) the interests of

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other affiliates of the Constituent Owners or of Mortgagor or any SPE Principal, as applicable, and (z) the interests of any group of affiliates of which the Constituent Owners or Mortgagor or any SPE Principal, as applicable, is a part)). Regardless of the solvency of Mortgagor or any SPE Principal, the Independent Director shall owe duties to protect creditors in the enforcement of their contractual rights, including all remedies. Other than as provided above, the Independent Director shall not have any fiduciary duties to any Constituent Owners, any directors or managers of Mortgagor or any SPE Principal, as applicable, or any other Person, provided, however, that the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing under applicable law. To the fullest extent permitted by applicable law, an Independent Director shall not be liable to Mortgagor, any SPE Principal or any Constituent Owner or any other Person for breach of contract or breach of duties (including fiduciary duties), unless such Independent Director acted in bad faith or engaged in willful misconduct. All other matters as to the Independent Director shall be set forth in the organizational documents of Mortgagor or SPE Principal, as applicable, and shall be satisfactory to Mortgagee.

5.21 Cross Collateralization and Cross Default. Mortgagor acknowledges that in order to induce Mortgagee to make the Loan, (i) this Security Instrument and (ii) the Other Security Instruments, are hereby cross-collateralized and cross-defaulted as provided herein. In accordance with the terms and provisions of the Loan Instruments, without limitation of any other right or remedy provided to Mortgagee in this Security Instrument or in any of the other Loan Instruments, Mortgagor agrees that this Security Instrument and the Security Instruments are and will be cross-collateralized and cross-defaulted with each other so that (i) an Event of Default by Mortgagor under this Security Instrument shall constitute an Event of Default under each of the Security Instruments; (ii) an Event of Default under the Note shall constitute an Event of Default under this Security Instrument and each of the Security Instruments; (iii) an Event of Default under any of the Security Instruments shall constitute an Event of Default under this Security Instrument and each of the Security Instruments and (iv) this Security Instrument and each of the Security Instruments shall constitute security for the Obligations as if a single blanket lien were placed on the Secured Property and the Other Secured Properties as security for the Obligations.

5.22 Counterparts. This Security Instrument may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

ARTICLE 6

STATE SPECIFIC PROVISIONS

6.01 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article VI and the terms and conditions of this Mortgage, the terms and conditions of this Article VI shall control and be binding.

6.02 Illinois Mortgage Foreclosure Law. It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with all of the provisions of the Illinois Mortgage Foreclosure Law

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(735 ILCS 5/15-1101 et seq.), as amended from time to time (the “IMFL”) and, with respect to thereto, Mortgagee agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the IMFL, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the IMFL which is specifically referred to herein may be repealed, Mortgagee and Mortgagor (subject to the other provisions of this Article 6) shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

(b) Wherever provision is made in this Mortgage, the Note, or the other Loan Instruments for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale.

(c) Subject to, and to the maximum extent allowed under, the IMFL, all advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, of the type contemplated under Subsection b(5) of Section 15-1302 of the IMFL (collectively “IMFL Protective Advances”), shall have the benefit of all applicable provisions of the IMFL. To the maximum extent allowed under the IMFL, all IMFL Protective Advances shall be additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Increased Rate. To the maximum extent allowed under the IMFL, this Mortgage shall be a lien for all IMFL Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the IMFL.

(d) In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Secured Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with, and subject to, Sections 15-1701 and 15-1702 of the IMFL, to be placed in possession of the Secured Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1701, 15-1703 and 15-1704 of the IMFL.

(e) Mortgagor acknowledges that (i) the Secured Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the IMFL or residential real estate as defined in Section 15-1219 of the IMFL and (ii) the entire principal obligation secured hereby constitutes a "loan secured by a mortgage on real estate" within the purview of the operation of 815 ILCS 205/4(1)(l). To the fullest extent permitted by the IMFL and any other applicable law, pursuant to Section 15-1601(b) of the IMFL, Mortgagor hereby waives any and all right of redemption.

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(f) Notwithstanding anything contained in this Mortgage to the contrary, if any provision in this Mortgage shall be inconsistent with any provision of the IMFL, the provisions of the IMFL shall take precedence over the provisions of this Mortgage with respect to such inconsistent provision, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the IMFL.

6.03 Use of Loan Proceeds. Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for business purposes as specified in 815 ILCS 205/4, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of such Section.

6.04 Possession of the Secured Property.

(a) Mortgagor hereby releases and waives any and all rights to retain possession of the Secured Property after the existence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, all persons and entities interested in Mortgagor and each and every person (except judgment creditors of Mortgagor) acquiring any interest in, or title to, the Secured Property subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of 735 ILCS 5/15-1603, as amended.

(b) Neither the enforcement of any of the remedies under this Mortgage, the assignment of the rents and leases, the security interests granted hereunder, nor any other remedies afforded to Mortgagee hereunder or under any other Loan Instruments, or at law or in equity, shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Secured Property, to obligate Mortgagee to lease the Secured Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

6.05 Insurance Default. In the event Mortgagor, at any time, fails to provide Mortgagee with evidence of the insurance coverage as required by this Mortgage or the other Loan Instruments, Mortgagee may purchase the insurance coverage at Mortgagor's expense to protect Mortgagee's interests in the Secured Property. Pursuant to 815 ILCS 180/10, such insurance may, but need not, protect Mortgagor's interests, and Mortgagee shall be under no obligation to so protect Mortgagor's interests. The insurance coverage that Mortgagee purchases on behalf of Mortgagor may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Secured Property. Mortgagor may later cancel any insurance coverage purchased by Mortgagee, but only after providing Mortgagee with evidence that insurance coverage has been obtained as provided for in this Mortgage and the other Loan Instruments. In the event Mortgagee purchases all or any portion of the insurance coverage for the Secured Property or as otherwise required hereunder or in the other Loan Instruments, Mortgagor will be responsible for all costs and expenses of such insurance coverage, including, but not limited to, interest and any other charges imposed by Mortgagee in connection with the purchase of the insurance coverage, until the effective date of the cancellation or expiration of the insurance coverage. The costs and expenses of any insurance coverage purchased by Mortgagee shall be added to the indebtedness secured hereby. Mortgagor acknowledges that the

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cost of the insurance coverage purchased by Mortgagee pursuant hereto may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

6.06 Future Advances.

(a) Without limiting the generality of any other provision hereof, the Obligations shall include: (i) all existing indebtedness of Mortgagor to Mortgagee evidenced by any of the Loan Instruments; (ii) all future advances that may subsequently be made by Mortgagee whether such advances are obligatory or to be made at the option of the Mortgagee, as provided by any of the Loan Instruments (but not advances made more than twenty (20) years after the date hereof); and (iii) all other indebtedness, if any, of Mortgagor to Mortgagee now due or to become due or hereafter contracted pursuant to any of the Loan Instruments.

(b) Subject to Section 6.06(a)(ii) hereof, this Mortgage shall secure such future advances to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to the Obligations secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Secured Property is located. The total amount of the Obligations secured hereby may increase or decrease from time to time, but the total unpaid principal balance secured hereby (including disbursements which the Mortgagee may make under this Mortgage or any other document with respect thereto) at any one time outstanding shall not exceed \$600,000,000.00 plus interest thereon, and any disbursements made for payment of real estate taxes, other Impositions or insurance on the Secured Property and interest on such disbursements (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Secured Property or any other lien given priority by law.

6.07 Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Uniform Commercial Code with respect to (i) all sums at any time on deposit for the benefit of Mortgagee or held by Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of the Note, this Mortgage and (ii) the Collateral (as hereinafter defined) and other property constituting the Secured Property, whether now owned or hereafter acquired, to the full extent that the Collateral and such other property may be subject to the Uniform Commercial Code (said portion of the Secured Property so subject to the Uniform Commercial Code being called the "Collateral"), and that Mortgagor hereby grants to Mortgagee, as security for the Obligations a security interest in and to the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned by Mortgagor to Mortgagee, all to secure payment of the Note. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Secured Property; and the following provisions of this Section shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

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(a) Mortgagor (being the Debtor as that term is used in the Uniform Commercial Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the Mortgage, except Permitted Encumbrances;

(b) The Collateral is to be used by Mortgagor solely for business purposes;

(c) The Collateral will be kept at the Secured Property (except for normal replacement of personal property) and will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Uniform Commercial Code). The Collateral may be affixed to the Secured Property but will not be affixed to any other real estate;

(d) Except for Permitted Encumbrances, the only persons having any interest in the Secured Property are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby;

(e) Except for Permitted Encumbrances, no financing statement (other than financing statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may reasonably request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Mortgagee and no other party and liens and encumbrances, if any, expressly permitted hereby, including Permitted Encumbrances; and Mortgagor hereby authorizes Mortgagee to file any and all financing statements or continuations thereof, and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this Mortgage in all public offices wherever filing or recording is deemed by Mortgagee to be desirable;

(f) During the existence of an Event of Default, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the IMFL); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Uniform Commercial Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Secured Property. During the existence of an Event of Default, Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both

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parties. During the existence of an Event of Default, Mortgagee will give Mortgagor at least thirty (30) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinabove set forth at least thirty (30) days before the time of the sale or disposition. During the existence of an Event of Default: (i) Mortgagee may buy at any public sale; and (ii) Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Secured Property. During the existence of an Event of Default, if Mortgagee so elects, the Secured Property and the Collateral may be sold as one lot. During the existence of an Event of Default, the net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Obligations in such order or manner as Mortgagee shall select. To the extent required by law, Mortgagee will account to Mortgagor for any surplus realized on such disposition;

(g) The terms and provisions contained in this Section 6.07, unless the context otherwise requires, shall have the meanings and be construed as provided in the Uniform Commercial Code.

(h) This Mortgage is intended to be a financing statement within the purview of Section 9-502(c) of the Uniform Commercial Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Secured Property. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinabove set forth. This Mortgage is to be filed for recording with the recorder of deeds of the county or counties where the Secured Property is located. Mortgagor is the record owner of the Secured Property.

6.08 Subordination of Property Manager's Lien and Real Estate Broker's Lien. To the extent permitted by law, any property management agreement for the Secured Property entered into hereafter by Mortgagor with a property manager shall contain a subordination provision whereby the property manager subordinates any and all mechanics' lien rights that the property manager may have pursuant to the Illinois Mechanics Lien Act, 770 ILCS 60/1 et seq. Such property management agreement or a short form thereof shall, at Mortgagee's request, be recorded with the Recorder of Deeds of the county where the Secured Property is located. In addition, Mortgagor shall cause the property manager under any property management agreement for the Secured Property to enter into a subordination of management agreement with Mortgagee, in recordable form, whereby the property manager subordinates present and future lien rights and those of any party claiming by, through or under the property manager, to the lien of this Mortgage. To the extent permitted by law, any agreement entered into hereafter by Mortgagor or any agent of Mortgagor with any "broker" (as defined in the Real Estate License Act of 2000, 225 ILCS 45/1 et seq.) that is an affiliate of Mortgagor for the purpose of selling, leasing or otherwise conveying an interest in the Secured Property shall contain a subordination provision whereby such broker subordinates any and all lien rights that such broker or anyone claiming by, through or under such broker may have pursuant to the Commercial Broker Lien Act, 770 ILCS 15/1 et seq. Mortgagor shall cause such broker to enter into a subordination agreement with Mortgagee, in recordable form, whereby such broker, on its own behalf and on

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behalf of any party claiming by, through or under such broker, subordinates present and future lien rights to the lien of this Mortgage.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the date first above written.

MORTGAGOR:

TGA BEDFORD PARK LLC,
a Delaware limited liability company

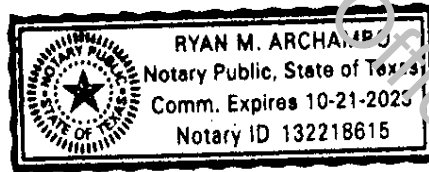
By: Nuveen Alternatives Advisors LLC,
a Delaware limited liability company,
its Manager

By: Holly Losey
Name: Holly Losey
Title: Authorized Signer

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

On December 17, 2019, before me, the undersigned Notary Public in and for said County and State, personally appeared Holly Losey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the same instrument.

Ryan Archambeau
Signature and Office of individual
taking acknowledgment



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SCHEDULE A

TGA Emerald Corporate Park LLC

TGA North Orange Industrial LLC

TGA North Miller Industrial LLC

TGA East Miraloma Industrial LLC

TGA East Coronado Industrial LLC

TGA Greenstone Logistics Center LLC

TGA Sterling DC LLC

TGA Tri-State Commerce Center LLC

TGA Park 355 LLC

TGA Park 55 LLC

TGA Englewood DC LLC

TGA Westport Distribution Center LLC

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SCHEDULE B

1. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Tri-State Commerce Center LLC in favor of Mortgagee;
2. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Sterling DC LLC to Chicago Title Company for the benefit of Mortgagee;
3. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Park 55 LLC in favor of Mortgagee;
4. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Park 355 LLC in favor of Mortgagee;
5. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA North Orange Industrial LLC to Chicago Title Company for the benefit of Mortgagee;
6. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA North Miller Industrial LLC to Chicago Title Company for the benefit of Mortgagee;
7. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Greenstone Logistics Center LLC to Chicago Title Company for the benefit of Mortgagee;
8. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Miraloma Industrial LLC to Chicago Title Company for the benefit of Mortgagee;
9. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Coronado Industrial LLC to Chicago Title Company for the benefit of Mortgagee;
10. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Bedford Park LLC in favor of Mortgagee, with respect to the property know as Bedford Park IA and located at 5139 W. 73rd Street, Bedford Park, IL;
11. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Englewood DC LLC in favor of Mortgagee;

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12. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Emerald Corporate Park LLC to Chicago Title Company of Washington for the benefit of Mortgagee;

13. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Westport Distribution Center LLC to COTTONWOOD TITLE INSURANCE AGENCY, INC. for the benefit of Mortgagee, with respect to the property known as Westport Distribution Center Bldg. A, located at 6075 W. 300 S, Salt Lake City, UT;

14. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Westport Distribution Center LLC to COTTONWOOD TITLE INSURANCE AGENCY, INC. for the benefit of Mortgagee, with respect to the property known as Westport Distribution Center Bldg. B, located at 6195 W S 300 Street, Salt Lake City, UT; and

15. Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof, made by TGA Westport Distribution Center LLC to COTTONWOOD TITLE INSURANCE AGENCY, INC. for the benefit of Mortgagee, with respect to the property known as Westport Distribution Center Bldg. C, located at 6050 W. 700 S, Salt Lake City, UT.

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SCHEDULE C

Property Address	Other Mortgagor
Englewood Distribution Center 330 S Van Brunt Street, Englewood, NJ 07631	TGA Englewood DC LLC
(a) 1145 North Ocean Circle, Anaheim, CA (b) 3355 East La Palma Avenue, Anaheim, CA	TGA North Orange Industrial LLC
(a) 1201-1205 North Miller Street, Anaheim, CA (b) 1211 North Miller Street, Anaheim, CA (c) 1231 North Miller Street, Anaheim, CA	TGA North Miller Industrial LLC
3130-3150 East Miraloma Avenue, Anaheim, CA	TGA East Miraloma Industrial LLC
3125 East Coronado Street, Anaheim, CA	TGA East Coronado Industrial LLC
Greenstone Logistics Center 11688 Greenstone Avenue, Santa Fe Springs, CA	TGA Greenstone Logistics Center LLC
Sterling Distribution Center 1950 Sterling Avenue, Ontario, CA	TGA Sterling DC LLC
Tri-State Commerce Center 1 Lladro Drive, Moonachie, NJ	TGA Tri-State Commerce Center LLC
Emerald Corporate Park 504 42nd Street NE, Auburn, WA	TGA Emerald Corporate Park LLC
Park 355 2145 Internationale Parkway, Woodridge, IL	TGA Park 355 LLC

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Park 55 575 W Crossroads Parkway, Bolingbrook, IL	TGA Park 55 LLC
Bedford Park IA 5139 W 73rd Street, Bedford Park, IL	TGA Bedford Park LLC
Westport Distribution Center Bldg. A 6075 W. 200 S, Salt Lake City, UT	TGA Westport Distribution Center LLC
Westport Distribution Center Bldg. B 6195 W S 300 Street, Salt Lake City, UT	TGA Westport Distribution Center LLC
Westport Distribution Center Bldg. C 6050 W. 700 S, Salt Lake City, UT	TGA Westport Distribution Center LLC

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EXHIBIT A

LOT 2 IN BEDFORD PARK COMMERCE CENTER I & II BEING PART OF THE NORTHWEST¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT OF SUBDIVISION RECORDED SEPTEMBER 21, 2005 AS DOCUMENT NUMBER 0526439064, IN COOK COUNTY, ILLINOIS.

Tax Identification Parcel No. 19-28-200-033-0000

19-28-200-034-0000

Property Address: 5151 W 73rd Street, Bedford Park, IL