

Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2035319002

Doc# 2035319002 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/18/2020 09:10 AM PG: 1 OF 32

The property identified as: **PIN:** 18-16-111-012-0000

Address:

Street: 20 Countryside Plaza

Street line 2:

City: Countryside

State: IL

ZIP Code: 60525

Lender: Bank of America NA

Borrower: Plaza at Countryside LLC

Loan / Mortgage Amount: \$650,000,000.00

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

Certificate number: A441C978-FA12-45D4-9707-3F0D9E600835

Execution date: 12/11/2020

1024843-8/345

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

From

PLAZA AT COUNTRYSIDE, LLC

To

BANK OF AMERICA, N.A.,

as Collateral Agent

Dated: December 11, 2020

Premises: Countryside Plaza
 20 Countryside Plaza
 Countryside, Illinois 60525

Prepared by, and after recording return to:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, Massachusetts
Attn: Maurice H. Sullivan, III, Esq.

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Mortgage**") is made and entered into as of December 11, 2020 (the "**Effective Date**"), by PLAZA AT COUNTRYSIDE, LLC, an Indiana limited liability company, whose address is c/o Washington Prime Group, L.P., 180 East Broad Street, Columbus, OH 43215, Attention of Chief Executive Officer ("**Mortgagor**"), in favor of BANK OF AMERICA, N.A., together with its successors and assigns, as collateral agent for the benefit of the Pari Passu Secured Parties (as defined in the Intercreditor Agreement (as defined below)) under and as defined in the Intercreditor Agreement ("**Collateral Agent**" or "**Mortgagee**"), having an office located at 101 North Tryon Street NC1-001-05-45, Charlotte, North Carolina 28255. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreements (as defined below).

RECITALS:

WHEREAS, Washington Prime Group, L.P., an Indiana limited partnership ("**Borrower**"), Bank of America, N.A. ("**Bank of America**"), in its capacity as administrative agent, the "Lenders" identified therein, and the other financial institutions party thereto entered into that certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of January 22, 2018 (as amended by that certain Amendment No. 1 to Amended and Restated Revolving Credit and Term Loan Agreement dated as of August 13, 2020 (the "**Bank of America Amendment**"), and as the same may be further varied, extended, supplemented, consolidated, amended, replaced, increased, renewed, or otherwise modified from time to time, the "**Bank of America Credit Agreement**"), pursuant to which the Lenders agreed to make certain (i) revolving credit loans in favor of Borrower in the total original principal amount of up to \$650,000,000, and (ii) term loans in favor of Borrower in the total original principal amount of up to \$350,000,000, subject to the conditions of the Bank of America Credit Agreement;

WHEREAS, Borrower, PNC Bank, National Association ("**PNC**"), in its capacity as administrative agent, the "Lenders" identified therein, and the other financial institutions party thereto entered into that certain Term Loan Agreement dated as of December 10, 2015 (as amended by that certain Amendment No. 1 to Term Loan Agreement, dated as of January 22, 2018 and Amendment No. 2 to Term Loan Agreement, dated as of August 13, 2020 (the "**PNC Amendment**"), and as the same may be further varied, extended, supplemented, consolidated, amended, replaced, increased, renewed, or otherwise modified from time to time, the "**PNC Credit Agreement**" and together with the Bank of America Credit Agreement, the "**Credit Agreements**"), pursuant to which the Lenders agreed to make certain term loans in favor of Borrower in the total principal amount of \$340,000,000, subject to the conditions of the PNC Credit Agreement;

WHEREAS, Bank of America and PNC, each in their capacity as administrative agent under the applicable Credit Agreement, shall be referred to herein collectively as the "**Administrative Agents**";

WHEREAS, WHEREAS, Mortgagor, the Subsidiary Guarantors listed on Appendix 1 attached hereto (collectively, the "**Subsidiary Mortgagors**"), and other Subsidiary Guarantors

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entered into that certain Continuing Subsidiary Guaranty, dated as of August 13, 2020, pursuant to which the Subsidiary Mortgagors have guaranteed the obligations of Borrower under the Bank of America Credit Agreement (as the same may be varied, extended, supplemented, consolidated, amended, replaced, increased, renewed, or otherwise modified from time to time, the “**Bank of America Subsidiary Guaranty**”);

WHEREAS, the Subsidiary Mortgagors and other Subsidiary Guarantors entered into that certain Continuing Subsidiary Guaranty, dated as of August 13, 2020, pursuant to which the Subsidiary Mortgagors have guaranteed the obligations of Borrower under the PNC Credit Agreement (as the same may be varied, extended, supplemented, consolidated, amended, replaced, increased, renewed, or otherwise modified from time to time, the “**PNC Subsidiary Guaranty**” and together with the Bank of America Subsidiary Guaranty, the “**Subsidiary Guaranties**”);

WHEREAS, the obligations guaranteed under the Subsidiary Guaranties include the Secured Obligations (as defined below);

WHEREAS, Borrower and the Subsidiary Mortgagors are engaged in related businesses, and each Subsidiary Mortgagor will derive a direct and/or indirect benefit from the extensions of credit under the Credit Agreements;

WHEREAS, each of the Subsidiary Mortgagors, Collateral Agent, and the Administrative Agents are parties to that certain Collateral Agency and Intercreditor Agreement dated as of August 13, 2020 (as the same may be varied, extended, supplemented, consolidated, amended, replaced, increased, renewed, or otherwise modified from time to time, the “**Intercreditor Agreement**”);

WHEREAS, Borrower, the Administrative Agents, and the applicable Requisite Lenders as defined in, and pursuant to, each of the Credit Agreements have agreed to enter into the Bank of America Amendment and the PNC Amendment (the “**Amendments**”); and

WHEREAS, in connection with the Amendments, Mortgagor is required to execute and deliver this Mortgage in favor of Mortgagee for the benefit of the *Par Passu* Secured Parties to secure the Secured Obligations (as defined below).

WITNESSETH:

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor irrevocably grants, mortgages, warrants, bargains, sells, pledges, remises, aliens, assigns, conveys, transfers and sets over to Mortgagee, with the power of sale as applicable, subject to the further terms of this Mortgage, a lien on all of Mortgagor’s right, title and interest in and to the following (collectively, the “**Mortgaged Property**”):

(a) The real property described in Exhibit A attached hereto and made a part hereof (collectively, the “**Land**”);

(b) All of Mortgagor’s right, title and interest in, to and under all rights of way, easements, privileges and appurtenances relating or appertaining to the Land or Improvements (as defined below) and all water and water rights, sewer and sewer rights, ditches and ditch rights,

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minerals, oil and gas rights, royalties, (to the extent assignable) lease or leasehold interests owned by Mortgagor, now or hereafter used in connection with or appurtenant to or related to the Land or Improvements, and all interests of Mortgagor now owned or hereafter acquired in and to streets, roads, alleys and public places, now or hereafter used in connection with the Land or Improvements, and, to the extent assignable, all existing or future licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Land or Improvements, and any and all insurance proceeds, and any and all awards, including interest, previously or hereafter made to Mortgagor for taking by eminent domain or in lieu thereof (collectively, the “**Other Rights**”); and

(c) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the “**Improvements**”) and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises (as hereinafter defined) immediately upon the delivery thereof to the Land, and all fixtures (excepting any item of tangible personal property owned by Mortgagor that is not a fixture or otherwise affixed or to become affixed, including, without limitation, furniture, furnishings, removable equipment and other portable furnishings) now or hereafter owned by Mortgagor and attached to or contained in and used in connection with the Land and Improvements including, but not limited to, all non-portable apparatus, machinery, equipment, motors, elevators, supplies, fittings, radiators, ranges, awnings, shades, screens, blinds, carpeting, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof; whether or not the same are or shall be attached to the Land and Improvements in any manner (the “**Tangible Personalty**”) and all proceeds of the Tangible Personalty (hereinafter, the Land, Other Rights, Improvements, Tangible Personalty and all other property and interests described above, together with all proceeds thereof; being collectively referred to as the “**Premises**”).

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, to Mortgagee as security for the Secured Obligations (as defined below).

As additional security for the Secured Obligations, Mortgagor hereby transfers and assigns to Mortgagee and grants to Mortgagee a security interest under the Uniform Commercial Code (as defined herein) in all right, title and interest of Mortgagor in and to all of the following:

(1) All security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the “**Rents and Profits**”) and all existing and future leases, subleases, licenses and other agreements pursuant to which Mortgagor grants a possessory interest in, or right for the use and occupancy of all or part of the Premises, together with all guarantees of the lessee’s obligations thereunder (collectively, the “**Leases**”), whether oral or written, for a definite term or month-to-month. This assignment is an absolute assignment and not an assignment for additional security only. This assignment shall extend to and cover any and all extensions and renewals and future Leases and to any and all present and future rights against guarantor(s) of any such obligations and to any and all Rents and Profits collected under the Leases or derived from the Premises. In pursuance of this assignment and not in lieu hereof, Mortgagor shall, upon request from Mortgagee, execute and deliver to Mortgagee, separate specific assignments of rents and

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leases covering some or all of the Leases, the terms of such assignments being incorporated herein by reference. This assignment is absolute and effective immediately and without possession; however, Mortgagor shall have a revocable license to receive, collect and enjoy the Rents and Profits accruing from the Premises except for such times as an Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right to terminate the license granted hereunder, without need of possession, foreclosure or any other act or procedure, and all Rents and Profits assigned hereby shall thereafter be payable to Mortgagor.

(2) All insurance policies and proceeds thereof, condemnation awards, any and all (to the extent assignable) leases of personal property (including equipment leases), rental agreements, sales contracts, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, and other contracts, licenses and permits now or hereafter affecting the Premises, and (to the extent assignable) all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, licenses, certificates, entitlements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, maintenance, utilities, or other work upon the Premises, and any contract for management, or any other provision of service in connection with the Premises), approvals, actions, refunds of real estate taxes and assessments and any other governmental impositions related to the Premises, approvals, actions and causes of action that now or hereafter relate to, are derived from or are used in connection with the Premises, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (all of the foregoing being the "**Intangible Personality**") or any part thereof, and Mortgagor agrees to execute and deliver to Mortgagee such additional instruments, in form and substance reasonably satisfactory to Mortgagee, as may hereafter be reasonably requested by Mortgagee to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by Mortgagee to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon Mortgagee any obligation with respect thereto.

(3) All goods, accounts, general intangibles (including payment intangibles), deposit accounts (other than security deposits held for the benefit of tenants and contract deposit accounts), instruments, investment property, commercial tort claims, letter-of-credit rights, letters of credit, money, documents and chattel paper, as the foregoing terms are defined in the Uniform Commercial Code in effect in the State/Commonwealth in which the Premises are located, as amended from time to time (the "**Uniform Commercial Code**"), and all other personal property of any kind or character, including such items of personal property as defined in the Uniform Commercial Code, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property, including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Mortgagor under leases of fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental authorities, boards,

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corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs.

(4) All accessions, replacements and substitutions for any of the foregoing and all proceeds thereof.

(5) All other proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

All the Tangible Personalty which comprises a part of the Premises shall, as far as permitted by law, be deemed to be "fixtures" affixed to the aforesaid Land and conveyed therewith. As to the balance of the Tangible Personalty and the Intangible Personalty, this Mortgage shall be considered to be a security agreement which creates a security interest in such items for the benefit of Mortgagee. In that regard, Mortgagor grants to Mortgagee all of the rights and remedies of a secured party under the Uniform Commercial Code and grants to Mortgagee a security interest in all of the Tangible Personalty and the Intangible Personalty.

The Mortgagor and Mortgagee covenant, represent and agree as follows:

ARTICLE I

Secured Obligations

1.1 Secured Obligations. This Mortgage secures the prompt payment, performance and observance of the "Pari Passu Lien Obligations" under and as defined in the Intercreditor Agreement (whether at the stated maturity, by acceleration or otherwise including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), and all amounts payable by the Mortgagor or any of the other Subsidiary Mortgagors to the Collateral Agent pursuant to this Mortgage and the Intercreditor Agreement (all such obligations, liabilities, sums and expenses set forth in this Section 1.1 being herein collectively called the "**Secured Obligations**"; provided, however, that Secured Obligations shall not include any Excluded Swap Obligations). For purposes of this Section 1.1, "**Excluded Swap Obligations**" means, with respect to any Subsidiary Mortgagor, any Swap Obligations if, and to the extent that the grant by such Subsidiary Mortgagor of a security interest to secure, such Swap Obligations (or any pledge thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Subsidiary Mortgagor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to any "keepwell, support or other agreement" for the benefit of such Subsidiary Mortgagor and any and all guarantees of such Subsidiary Mortgagor's Swap Obligations by other Loan Parties) at the time the grant by such Subsidiary Mortgagor of a security interest, becomes effective with respect to such Swap Obligations. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such security interest becomes illegal. "**Swap Obligations**" means with respect to any Subsidiary Mortgagor any

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obligation to pay or perform under any agreement, contract or transaction that constitutes a “swap” within the meaning of Section 1a (47) of the Commodity Exchange Act. “**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*), as amended from time to time, and any successor statute.

1.2 Future Advances. Subject to the limitations set forth in Appendix 2 attached hereto, any additional sum or sums advanced by the then-applicable Lender or Collateral Agent under the Credit Agreements or the Intercreditor Agreement to the then-applicable owner of the Mortgaged Property at any time this Mortgage remains in effect pursuant to the terms herein, with interest thereon at the rate agreed upon at the time of each additional loan or advance, will constitute a portion of, be equally secured with, and have the same priority as, the indebtedness secured hereby and be subject to all of the terms and provisions of this Mortgage, whether or not such additional loan or advance is evidenced by a promissory note of the Borrower and whether or not identified by a recital that it is secured by this Mortgage; provided, however, the aggregate amount of principal indebtedness outstanding at any one time and secured by this Mortgage shall not exceed an amount equal to twice the amount of the Secured Portion under the Credit Agreements. The provisions of this Section 1.2 apply regardless of whether any such advance is characterized as obligatory or optional; but nothing contained in this Section 1.2 by itself obligates the Lenders or Collateral Agent to make any additional loans or advances.

ARTICLE II

Mortgagor's Covenants, Representations and Agreements

2.1 Incorporation of Loan Documents. Mortgagor represents, warrants, covenants and agrees that as of the Effective Date of this Mortgage, each of the representations, warranties, covenants and other agreements of Mortgagor under and as contained in the Loan Documents are hereby incorporated herein in their entirety by this reference.

2.2 Title to Premises. Mortgagor represents and warrants to Mortgagee as of the Effective Date of this Mortgage that (i) Mortgagor is (a) the fee simple owner of the Land, (b) the owner of the Improvements, and (c) the owner or holder of, or has a valid leasehold interest in, the balance of the Premises, and (ii) as of the date hereof title to the Premises is free and clear of all liens, encumbrances and other matters except for liens, encumbrances and other matters (w) shown on the title insurance policy, if any, accepted by Mortgagee in connection with this Mortgage, (x) any Customary Permitted Liens as defined in the Credit Agreements, (y) all applicable zoning rules and regulations, and (z) such state of facts as would be disclosed by an accurate ALTA/NSPS survey of the Land and Improvements (collectively, the “**Permitted Encumbrances**”). Mortgagor shall warrant and defend the title to the Premises except for the Permitted Encumbrances against the claims of all Persons. Upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located this Mortgage will create and constitute a valid and enforceable first priority mortgage Lien on the Mortgaged Property in favor of Mortgagee for the benefit of the Pari Passu Secured Parties, and, to the extent any of the Mortgaged Property shall consist of “fixtures” or other personal property, a first priority security interest therein, in each case subject to the Permitted Encumbrances and except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws relating to the enforcement of creditors’ rights generally and by general equitable principles.

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2.3 Taxes and Other Charges. Subject to the terms and conditions of the Credit Agreements and the Intercreditor Agreement, Mortgagor shall pay all real estate and other taxes, general and special assessments, insurance premiums, and all other charges which are or may become a lien against the Premises in accordance with the terms of Section 9.4 of the Credit Agreements and the Intercreditor Agreement.

2.4 Reimbursement. Subject to the rights of the Mortgagor set forth in the Credit Agreements to contest any tax assessment or charge, the Mortgagor agrees that if it shall fail to pay on or before the date that the same become delinquent any taxes or other charges or maintain insurance as required by the Loan Documents or otherwise fails to pay or perform any of its obligations under the Loan Documents and as a result there is an Event of Default, then Mortgagee, at its option, after giving notice to Mortgagor, may pay or procure the same; provided, however, Mortgagee shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which Mortgagor fails to pay or perform as and when required hereby. Mortgagor will within ten (10) Business Days reimburse Mortgagee after written demand for any sums of money paid by Mortgagee pursuant to this Section 2.4, together with interest on each such payment at the applicable rate of interest set forth in the Credit Agreements, and all such sums and interest thereon shall be secured hereby. Neither the provisions of this Section 2.4 nor any action taken by Mortgagee pursuant to the provisions of this Section shall prevent any such failure to observe any covenant contained in this Mortgage nor any breach of warranty from constituting an Event of Default; provided further, however, that failure of any such notice to be delivered or given shall not limit Collateral Agent's right to take action or the validity of any such action, including in respect of the exercise of any rights or remedies.

2.5 Additional Documents; Further Assurances; After-Acquired Property. Subject to the terms and conditions of the Credit Agreements and the Intercreditor Agreement, at any time, and from time to time, reasonably promptly after reasonable, written request by Mortgagee, Mortgagor will make, execute and deliver or cause to be made, executed and delivered, to Mortgagee and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall reasonably be deemed desirable by Mortgagee any and all such other and further, mortgages, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Mortgagee, be necessary or desirable in order to effectuate, complete, maintain, enlarge, or perfect, or to continue and preserve the obligations of Mortgagor under this Mortgage, and the other Loan Documents, and the liens and security interests of this Mortgage as a first and prior lien upon all of the Premises (subject to the Permitted Encumbrances), whether now owned or hereafter acquired by Mortgagor. The lien hereof will automatically attach, without further act, to all after acquired property attached to and/or used in the operation of the Premises or any part thereof. Mortgagor hereby authorizes Mortgagee to prepare and file such financing statements, fixture filings, renewals or continuations thereof, amendments and supplements thereto and other instruments as Mortgagee may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted in the Loan Documents and the documents executed in connection therewith in accordance with the Uniform Commercial Code. Upon the occurrence and during the continuance of an Event of Default, to the extent permitted by applicable law, Mortgagor hereby irrevocably makes, constitutes and appoints Mortgagee as the true and lawful attorney of Mortgagor to take any or all of the foregoing actions in the name of Mortgagor. Notwithstanding

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anything to the contrary contained herein in this Section 2.5, this Section shall not increase Mortgagor's obligations or decrease Mortgagor's rights herein.

2.6 Sale, Transfer or Encumbrance. Except as expressly permitted or not prohibited by the Credit Agreements, Mortgagor will not directly or indirectly sell, transfer, convey or encumber the Mortgaged Property or any portion thereof or interest therein.

2.7 Fees and Expenses. Mortgagor will within ten (10) Business Days pay or reimburse upon written demand any and all reasonable, documented out-of-pocket costs and expenses of Mortgagee as required under Sections 12 and 17 of the Subsidiary Guaranties, in accordance with and subject to the limitations set forth in Sections 14.2 and 14.3 of the Credit Agreements. Furthermore, the Mortgagor also agrees within ten (10) Business Days to pay or reimburse the Collateral Agent for all reasonable out-of-pocket fees, costs and expenses incurred by the Collateral Agent under this Mortgage in accordance with Section 14.2 of the Credit Agreements. All of the foregoing costs and expenses shall be Secured Obligations. The provisions of this Section 2.7 shall survive the termination of this Mortgage and the resignation or removal of Collateral Agent. Without limitation of the foregoing provisions of this Section 2.7, Mortgagor agrees that provisions of Section 7.15 of the Intercreditor Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

2.8 Leases and Other Agreements. Mortgagor shall use commercially reasonable efforts to faithfully keep and perform, or cause to be kept and performed, in all material respects, all of the covenants, conditions, and agreements contained in each of the material Leases and other material agreements or contracts affecting all or any portion of the Premises, now or hereafter existing, on the part of Mortgagor to be kept and performed and shall at all times use commercially reasonable efforts to enforce, with respect to each other party thereto, all material obligations, covenants and agreements by such other party to be performed thereunder.

2.9 Insurance; Casualty.

(a) Mortgagor shall obtain and maintain at Mortgagor's sole expense:

- (i) property insurance with respect to all insurable Mortgaged Property, against loss or damage by fire, lightning, windstorm, explosion, hail, tornado and such additional hazards as are presently included in "Special Form" (also known as "all-risk") coverage and against any and all acts of terrorism and such other insurable hazards as Mortgagee may require, in an amount not less than 100% of the full replacement cost, including the cost of debris removal, without deduction for depreciation and sufficient to prevent Mortgagor and Mortgagee from becoming a coinsurer, such insurance to be in "builder's risk" completed value (non-reporting) form during and with respect to any construction on the Property; (ii) if and to the extent Subsection (b) of this Section 2.9 applies, a flood insurance policy in accordance with Subsection (b) below; (iii) general liability insurance, on an "occurrence" basis, against claims for "personal injury" liability, including bodily injury, death or property damage liability, for the benefit of Mortgagor as named insured and Mortgagee as additional insured; (iv) statutory workers' compensation insurance with respect to any work on or about the Mortgaged Property (including employer's liability insurance, if required by Mortgagee), covering all employees of Mortgagor and any contractor; (v) if there is a general contractor, commercial general liability insurance, including products and completed operations coverage, and in other respects similar to that described in clause (iii) above, for the benefit of the

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general contractor as named insured and Mortgagor and Mortgagee as additional insureds, in addition to statutory workers' compensation insurance with respect to any work on or about the Mortgaged Property (including employer's liability insurance, if required by Mortgagee), covering all employees of the general contractor and any contractor; and (vi) such other insurance on the Mortgaged Property and endorsements as may from time to time be required by Mortgagee (including soft cost coverage, automobile liability insurance, business interruption insurance or delayed rental insurance, boiler and machinery insurance, earthquake insurance, wind insurance, volcano insurance, sinkhole coverage, and/or permit to occupy endorsement) and against other insurable hazards or casualties which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the height, type, construction, location, use and occupancy of buildings and improvements. All insurance policies shall be issued and maintained by insurers, in amounts, with deductibles, limits and retentions, and in forms satisfactory to Mortgagee, and shall require not less than ten (10) days' prior written notice to Mortgagee of any cancellation for nonpayment of premiums, and not less than thirty (30) days' prior written notice to Mortgagee of any other cancellation or any change of coverage. All insurance companies must be qualified, authorized, or licensed to do business in the state in which the Mortgaged Property is located and must have an A.M. Best Company financial and performance ratings of A-IX or better. All insurance policies maintained, or caused to be maintained, with respect to the Mortgaged Property, except for general liability insurance, shall provide that each such policy shall be primary without right of contribution from any other insurance that may be carried by Mortgagor or Mortgagee and that all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. If any insurer which has issued a policy of title, hazard, liability or other insurance required pursuant to this Mortgage or any other Loan Document becomes insolvent or the subject of any petition, case, proceeding or other action pursuant to any debtor relief law, or if in Mortgagee's reasonable opinion the financial responsibility of such insurer is or becomes inadequate, Mortgagor shall, in each instance promptly upon its discovery thereof or upon the written request of Mortgagee therefor, and at Mortgagor's expense, promptly obtain and deliver to Mortgagee a like policy (or, if and to the extent permitted by Mortgagee, acceptable evidence of insurance) issued by another insurer, which insurer and policy meet the requirements of this Mortgage or such other Loan Document, as the case may be. Without limiting the discretion of Mortgagee with respect to required endorsements to insurance policies, all such policies for loss of or damage to the Mortgaged Property shall contain a standard mortgagee "Loss Payee" clause (without contribution) naming Mortgagee as "Loss Payee" with loss proceeds payable to Mortgagee notwithstanding (A) any act, failure to act or negligence of or violation of any warranty, declaration or condition contained in any such policy by any named or additional insured; (B) the occupation or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of any such policy; (C) any foreclosure or other action by Mortgagee under the Loan Documents; or (D) any change in title to or ownership of the Mortgaged Property or any portion thereof, such proceeds to be held for application as provided in the Loan Documents. Mortgagor shall pay all premiums on policies required hereunder as they become due and payable. If any loss occurs at any time when Mortgagor has failed to perform Mortgagor's covenants and agreements in this paragraph with respect to any insurance payable because of loss sustained to any part of the Mortgaged Property whether or not such insurance is required by Mortgagee, Mortgagee shall nevertheless be entitled to the benefit of all insurance covering the loss and held by or for Mortgagor, to the same extent as if it had been made payable to Mortgagee.

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(b) This Subsection applies if and to the extent any portion of the Improvements or any other structure is, are or in the future may be, under the flood insurance laws, in a special flood or mud slide hazard area. Mortgagor shall obtain and maintain at Mortgagor's sole expense, a flood insurance policy on the Improvements and any such other structure in an amount required by Mortgagee, but in no event less than the amount sufficient to meet the requirements of applicable laws, as such requirements may from time to time be in effect. In addition to the foregoing, Mortgagor shall obtain and maintain at Mortgagor's expense, a flood insurance policy on any building materials and supplies and any personal property contents owned by Mortgagor, as soon as a flood insurance policy on such building materials, supplies and contents can be obtained, to the extent Mortgagee and Lenders take a security interest in such building materials, supplies, and/or personal property contents, in an amount required by Mortgagee, but in no event less than the amount sufficient to meet the requirements of applicable laws, as such requirements may from time to time be in effect.

(c) Mortgagor shall cause Mortgagee to be added as an additional insured to any pollution legal liability or other environmental insurance policies carried by or for Mortgagor with respect to the Mortgaged Property.

(d) Mortgagor shall promptly deliver to Mortgagee evidence satisfactory to Mortgagee of the timely payment of all premiums on the policies required hereunder. The originals of each renewal or substitute policy (or to the extent permitted by Mortgagee, a copy thereof and such evidence of insurance as may be acceptable to Mortgagee) shall be delivered to Mortgagee, with all premiums paid fully current, at least ten (10) days before the termination of the policy it renews or replaces.

(e) Mortgagee may retain, at Mortgagor's sole expense, an independent insurance consultant to evaluate the sufficiency of the insurance to be carried by Mortgagor pursuant to this Subsection and to advise Mortgagee with respect to such other insurance as may be necessary and prudent to protect Collateral Agent's and the Lenders' security for repayment of the Secured Obligations; provided, however, that, so long as no Event of Default shall have occurred and be continuing, Mortgagor shall only be obligated to pay for such independent evaluation one (1) time per calendar year.

(f) Subject to the provisions of the Intercreditor Agreement, Mortgagor agrees that all proceeds to which Mortgagor may be entitled under such insurance policies shall be applied or disbursed in accordance with Section 4.1(c)(iii) of the Credit Agreements.

2.10 Eminent Domain. Subject to the provisions of the Credit Agreements, the Mortgagor agrees that any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which Mortgagor is entitled shall, subject to the provisions of the Intercreditor Agreement, be applied to the Secured Obligations or disbursed, in each case, in accordance with the terms of Section 4.1(c)(iii) of the Credit Agreements.

2.11 Releases and Waivers. Mortgagor agrees that no release by Mortgagee of any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of any lien, no forbearance on the part of Mortgagee or the Pari Passu Secured Parties to collect on the

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Secured Obligations, or any part thereof, no waiver of any right granted or remedy available to Mortgagee and no action taken or not taken by Mortgagee shall in any way have the effect of releasing Mortgagor from full responsibility to Mortgagee and the Pari Passu Secured Parties for the complete discharge of each and every of Mortgagor's obligations hereunder.

2.12 Assignment of Leases and Mortgagor Collection of Rents and Profits. Subject to the provisions of the Intercreditor Agreement:

(a) Mortgagor hereby authorizes and directs any lessees or tenants of the Premises that, upon written notice from Mortgagee, all Rents and Profits and all payments required under any Leases, or in any way respecting same, shall be made directly to Mortgagee as they become due. Mortgagor hereby relieves said lessees and tenants from any liability to Mortgagor by reason of said payments being made to Mortgagee after written notice from Mortgagee. Nevertheless, until Mortgagee notifies in writing said lessees and tenants to make such payments to Mortgagee, Mortgagor shall be entitled to collect all such Rents and Profits and/or payments. Mortgagee is hereby authorized to give such notification only upon the occurrence and during the continuance of any Event of Default and to maintain it in effect during the continuance thereof.

(b) Any and all Rents and Profits collected by Mortgagee may be applied in the manner set forth in the Credit Agreements and the Intercreditor Agreement. Receipt by Mortgagee of such Rents and Profits shall not constitute a waiver of any right Mortgagee may enjoy under this Mortgage, the Credit Agreements, the Intercreditor Agreement or under the laws of the state in which the Premises is located, nor shall the receipt and application thereof cure any default hereunder nor affect any foreclosure proceeding or any sale authorized by this Mortgage, the Credit Agreements, the Intercreditor Agreement and the laws of the state in which the Premises is located, except to the extent that the amount so applied is sufficient to cure such default in full and all other conditions to the cure of such default set forth herein or in the Credit Agreements have been fully satisfied.

(c) Mortgagee does not consent to, does not assume and shall not be liable for any obligation of the lessor under any of the Leases and all such obligations shall continue to rest upon Mortgagor as though this assignment had not been made other than to the extent caused by the willful misconduct or gross negligence of Mortgagee or any Person exercising the rights of Mortgagee hereunder (as determined by a final non-appealable judgement of a court of competent jurisdiction). Mortgagee shall not be liable for the failure or inability to collect any Rents and Profits.

(d) Without limitation of the absolute nature of this assignment, Mortgagor and Mortgagee agree (i) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (ii) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and Profits, and (c) such security interest shall extend to all rents acquired by the estate after the commencement of any case in bankruptcy.

2.13 Security Agreement. This Mortgage shall be construed as a security agreement under the Uniform Commercial Code with respect to the security interests granted herein. Mortgagor warrants the name and address of the "Debtor" (which is Mortgagor), are as set forth

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in the introductory paragraph of this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Mortgagor warrants Mortgagee's exact legal name and jurisdiction of formation and existence is correctly set forth in the preamble of this Mortgage. Mortgagor will not, without providing written notice to Mortgagee on or before the date that is thirty (30) days (or such longer period as may be agreed to by Mortgagee) following such event or occurrence, and without filing such amendments to any previously filed financing statements as Mortgagee may reasonably require, change its registered legal name, be party to a merger, consolidation or other change in structure or jurisdiction or use any trade name other than the trade names set forth for Mortgagor in the Amendments, or take any other action which would necessitate the amendment, correction or re-filing of any financing statement.

2.14 Discharge or Release of Mortgage. Upon not less than ten (10) Business Days prior written notice by Mortgagor to Mortgagee, in connection with an Approved Transaction, Mortgagee shall execute and deliver a discharge or release of this Mortgage and a UCC-3 termination or amendment, in each case, prepared by Mortgagor and approved by Mortgagee and otherwise in form sufficient to release the liens and security interests created by this Mortgage from the Mortgaged Property, or a portion of the Mortgaged Property, as the case may be; provided that the following condition is satisfied:

(a) Mortgagor and Borrower shall have prepaid the Loans using the Net Cash Proceeds from such Approved Transactions to the extent required under Sections 4.1(c), 9.17, and 10.16 of the Credit Agreements.

ARTICLE III

Event of Default

An event of default ("***Event of Default***") shall exist under the terms of this Mortgage upon the occurrence and during the continuance of an "Event of Default" as defined in the Credit Agreements.

ARTICLE IV

Acceleration; Foreclosure

4.1 Acceleration of Secured Obligations. Upon the occurrence and during the continuance of an Event of Default, subject to the terms of the Credit Agreements and the Intercreditor Agreement, the entire balance of all or any portion of the Secured Obligations, including all accrued interest, shall, at the option of Mortgagee, become immediately due and payable.

4.2 Foreclosure. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may foreclose the lien of this Mortgage by in accordance with the Intercreditor Agreement and applicable law in a manner permitted by Appendix 2 attached hereto.

4.3 Proceeds of Sale. Following a foreclosure sale, the proceeds of such sale shall, subject to applicable law and the provisions of the Intercreditor Agreement, be applied in accordance with Section 4.2(b) of the Credit Agreements.

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4.4 Delivery of Possession After Foreclosure. To the extent permitted by applicable law, in the event there is a foreclosure sale hereunder and at the time of such sale, Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and the purchaser at such sale, notwithstanding any language herein to the contrary, shall, to the maximum extent permitted by law, have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction to the extent permitted by applicable law.

ARTICLE V

Additional Rights and Remedies of Mortgagee

5.1 Rights Upon Maturity or an Event of Default. Upon the occurrence and during the continuance of an Event of Default, Mortgagee, immediately and without additional notice and without liability therefor to Mortgagor, except for its own gross negligence or willful misconduct (as determined by a final non-appealable judgment of a court of competent jurisdiction), and to the extent permitted by applicable law and subject to mandatory provisions of applicable law, may do or cause to be done any or all of the following: (a) take physical possession of the Premises; (b) exercise its right to collect the Rents and Profits; (c) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (d) expend any income or Rents and Profits derived from the Premises for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of Mortgagor arising out of or in any way connected with the construction of Improvements on the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (e) enter into leases demising the Premises or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in this Mortgage, the Credit Agreements, or the other Loan Documents, or to aid the execution of any power herein granted; (g) generally, supervise, manage, and contract with reference to the Premises as if Mortgagee were equitable owner of the Premises; (h) seek the appointment of a receiver as provided in Section 5.2 below; (i) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code, including, but not limited to, selling, leasing or otherwise disposing of any fixtures and personal property which is encumbered hereby at public sale, with or without having such fixtures or personal property at the place of sale, and upon such terms and in such manner as Mortgagee may determine; (j) exercise any or all of the remedies of a secured party under the Uniform Commercial Code with respect to the Tangible Personalty and Intangible Personalty; and (k) enforce any or all of the assignments or collateral assignments made in this Mortgage as additional security for the Secured Obligations. Mortgagor also agrees any of the foregoing rights and remedies of Mortgagee may be exercised at any time independently of the exercise of any other such rights and remedies, and Mortgagee may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured or waived with the consent of Mortgagee or until

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foreclosure and the conveyance of the Premises or until the Secured Obligations are satisfied or paid in full.

5.2 Appointment of Receiver. If any of the Secured Obligations are not paid upon maturity or upon the occurrence and continuance of an Event of Default, to the extent permitted by applicable law, Mortgagee as a matter of right shall be entitled to institute a suit, action or proceeding for the appointment of a receiver or receivers for all or any part of the Premises, to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall become Secured Obligations, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Premises or the solvency of any Person or Persons liable for the payment of any Secured Obligations. Nothing herein is to be construed to deprive Mortgagee of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by Mortgagee in connection with any such receivership shall be a demand obligation (which obligation Mortgagor hereby promises to pay) owing by Mortgagor to Mortgagee pursuant to this Mortgage.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of Mortgagee stated anywhere in this Mortgage, the Credit Agreements or any of the other Loan Documents, except in respect of such Event of Default, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, in the Credit Agreements and in the other Loan Documents are cumulative and may, at the election of Mortgagee, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Marshalling. To the fullest extent permitted under applicable law, Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by Mortgagee of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Secured Obligations and any other indebtedness secured hereby or to require Mortgagee to pursue its remedies against any other such assets.

5.5 Protection of Premises. If an Event of Default has occurred and is continuing, then, to the extent permitted by applicable law, Mortgagee may take such actions, including, but not limited to, disbursements of such sums, as Mortgagee in its sole reasonable discretion deems necessary to protect Mortgagee's interest in the Premises. If Mortgagee takes any action pursuant to this Section 5.5, Mortgagee shall be entitled to reimbursement in the manner set forth in Section 2.4 above.

ARTICLE VI

General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns. The term "Lender" shall include any Person which may become a Lender by way of assignment in accordance with the terms of the Credit Agreements, together

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with their successors and permitted assigns. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreements.

6.2 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.3 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof. Any reference to the Mortgaged Property street address(es) is for administrative and reference purposes only. In the event of any conflict between the Mortgaged Property street address(es) listed herein and Exhibit A attached hereto, the legal description set forth on Exhibit A shall control.

6.4 Conflicting Terms. In the event the terms and conditions of this Mortgage conflict with the terms and conditions of the Credit Agreements, the terms and conditions of the Credit Agreements shall control and supersede the provisions of this Mortgage with respect to such conflicts. In the event the terms and conditions of this Mortgage and the Credit Agreements, on the one hand, conflict with the terms and conditions of the Intercreditor Agreement, on the other, the terms and conditions of the Intercreditor Agreement shall control and supersede the provisions of this Mortgage and the Credit Agreements with respect to such conflicts.

6.5 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state where the Premises is located.

6.6 Relationship. The relationship of Mortgagee to Mortgagor hereunder is strictly and solely that of lender and borrower and mortgagee and mortgagor and nothing contained in the Credit Agreements, the Intercreditor Agreement, this Mortgage or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Secured Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than as lender and borrower and mortgagee and mortgagor.

6.7 Covenants to Run with the Land; Joint and Several. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the Land and Mortgagor's interest therein and shall apply to, and bind the successors and assigns of, Mortgagor. If there shall be more than one mortgagor with respect to the Mortgaged Property, all such Mortgagors' covenants, warranties and undertakings hereunder shall be joint and several.

6.8 No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by Mortgagee unless Mortgagee shall have consented to such merger in writing.

6.9 WRITTEN AGREEMENT.

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(a) THE RIGHTS AND OBLIGATIONS OF MORTGAGOR AND MORTGAGEE SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN MORTGAGEE AND MORTGAGOR CONCERNING THE SUBJECT MATTER HEREOF ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(b) THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(c) THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.10 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO MORTGAGEE, EACH OF MORTGAGOR AND MORTGAGEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS MORTGAGE, OR THE OBLIGATIONS HEREUNDER, OR MORTGAGEE'S CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

6.11 Mortgagee Appointed Attorney-in-Fact. To the extent permitted by applicable law, effective upon the occurrence and during the continuance of an Event of Default, Mortgagor hereby appoints Mortgagee its attorney-in-fact, with full power and authority in the place and stead of Mortgagor and in the name of Mortgagor, or otherwise, from time to time in Mortgagee's discretion to take any action and to execute any instrument consistent with the terms hereof and the other Loan Documents which the Mortgage may deem necessary or advisable to accomplish the purposes hereof (but Mortgagee shall not be obligated to and shall have no liability to Mortgagor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable but effective only upon the occurrence and during the continuance of an Event of Default and shall automatically terminate with respect to Mortgagor on the termination of this Mortgage or, if sooner, upon the termination or release of Mortgagor hereunder. Mortgagor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Notwithstanding anything to the contrary contained in Section 6.11, this Section shall not increase Mortgagor's obligations or decrease Mortgagor's right herein.

6.12 Continuing Security Interest; Assignment. This Mortgage shall create a continuing lien on and security interest in the Mortgaged Property and shall (i) be binding upon Mortgagor, its successors and assigns and (ii) inure, together with the rights and remedies of Mortgagee hereunder, to the benefit of Mortgagee for the benefit of the Pari Passu Secured Parties and each of their respective successors, transferees and assigns permitted in accordance with the terms of

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the Credit Agreements and the Intercreditor Agreement. No other Persons shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Lender may assign or otherwise transfer any indebtedness held by it that is secured by this Mortgage to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Lender, herein or otherwise, subject, however, to the provisions of the Credit Agreements and the Intercreditor Agreement. Mortgagor agrees that its obligations hereunder and the security interest created hereunder shall continue to be effective or be reinstated, as applicable, if at any time payment, or any part thereof, of all or any part of the Secured Obligations is rescinded or must otherwise be restored by Mortgagee upon the bankruptcy or reorganization of Mortgagee or otherwise.

6.13 Termination; Release. Upon the occurrence of the Termination Date (as defined below), this Mortgage shall terminate in whole. Upon termination hereof or any release of the Mortgaged Property or any portion thereof in accordance with the provisions of the Credit Agreements and the Intercreditor Agreement, Mortgagee shall promptly, upon the request and at the sole cost and expense of Mortgagor, forthwith assign, transfer and deliver to Mortgagor, against receipt and without recourse to or warranty by Mortgagee, such of the Mortgaged Property to be released (in the case of a release) as may be in possession of Mortgagee and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Mortgaged Property, proper documents and instruments (including UCC-3 termination statements or releases) acknowledging the termination hereof or the release of such Mortgaged Property, as the case may be. As used herein, the ***“Termination Date”*** shall mean the date of the occurrence of the Security Release Trigger in accordance with each of the Credit Agreements (or to the extent the Security Release Trigger has not occurred, the date of the last to occur of each of the following: (i) the indefeasible payment in full in cash of the Secured Obligations, (ii) the termination of all commitments to extend credit under the Credit Agreements and (iii) the termination or expiration of all outstanding letters of credit issued under the Credit Agreements (other than such as have been cash collateralized or backstopped in accordance with the terms of each of the respective Credit Agreements)).

6.14 Modification in Writing. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by Mortgagor therefrom, shall be effective unless the same shall be done in accordance with the terms of the Credit Agreements and the Intercreditor Agreement and unless in writing and signed by Mortgagee. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by Mortgagor from the terms of any provision hereof shall be effective only in the specific instance and for the specific purpose for which made or given. Except where notice is specifically required by this Mortgage or any other Loan Document, no notice to or demand on Mortgagor in any case shall entitle Mortgagor to any other or further notice or demand in similar or other circumstances.

6.15 Notices. Unless otherwise provided herein or in the Credit Agreements and the Intercreditor Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreements and the Intercreditor Agreement, if to Mortgagor or Mortgagee, addressed to it at the address set forth in the Credit Agreements or the Intercreditor Agreement, or in each case at such other address as

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shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

6.16 No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien hereof.

6.17 Protection of Security. Mortgagee is hereby empowered but not required to advance and pay at any time any sum of money that in the sole judgment of Mortgagee may be necessary to perfect the title to the Mortgaged Property or to preserve the security intended to be given by this Mortgage, including but not limited to taxes, assessments and insurance premiums. Any and all sums so advanced and paid shall be made a part of the indebtedness secured hereby with interest at a rate equal to that in effect under the Credit Agreements from the date of such advance and shall be payable by Mortgagor to Mortgagee upon demand, in accordance with and subject to the limitations set forth in Section 14.3 of the Credit Agreements. Mortgagor also agrees upon demand to pay or reimburse Collateral Agent in accordance with Section 14.2 of the Credit Agreements. The provisions of this Section 6.17 shall survive the termination of this Mortgage and the resignation or removal of Collateral Agent. Without limitation of the foregoing provisions of this Section 6.17, Mortgagor agrees that provisions of Section 7.15 of the Intercreditor Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof. Mortgagor hereby waives any and all claims or rights against Mortgagee to any payment on, or offset against, the indebtedness by reason of any such payment by Mortgagee. Mortgagee shall, at its option, be entitled to be subrogated to any lien and claim paid by or with the moneys so advanced and hereby secured.

6.18 Intercreditor. The liens and security interests granted hereunder, and the exercise of any rights or remedies by Mortgagee, may be subject to the limitations and provisions of the Intercreditor Agreement. To the extent of any conflict between the terms of this Mortgage and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

6.19 Collateral Agent. Bank of America, N.A. has been appointed Collateral Agent for the Pari Passu Secured Parties hereunder pursuant to the Intercreditor Agreement. It is expressly understood and agreed by the parties to this Mortgage that any authority conferred upon Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Pari Passu Secured Parties to Collateral Agent pursuant to the Intercreditor Agreement, and that Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in the Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Intercreditor Agreement shall be entitled to all the rights, interests and benefits of Collateral Agent hereunder.

6.20 Cross Collateralization. Mortgagor acknowledges that the Secured Obligations are secured by this Mortgage together with those certain other Mortgages (as defined in the Credit Agreements) now or hereafter given by the Subsidiary Mortgagors (or any one or more of them)

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to Mortgagee (whether one or more, collectively, the “**Other Mortgages**”) encumbering the real and personal property more particularly described in the Other Mortgages (such real and personal property, collectively, the “**Other Properties**”), all as set forth in the Credit Agreements. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Mortgage and any or all of the Other Mortgages whether by court action, power of sale or otherwise, under any applicable provision of applicable laws, for all of the Secured Obligations and the Lien and the security interest created by the Other Mortgages shall continue in full force and effect without loss of priority as a Lien and security interest securing the payment of that portion of the Secured Obligations then due and payable but still outstanding. Mortgagor acknowledges and agrees that the Mortgaged Property and the Other Properties are located in one or more states and/or counties, and therefore Mortgagee shall be permitted to, or as the case may be, to direct certain named trustees to, enforce payment and performance of the Secured Obligations and the performance of any term, covenant or condition of this Mortgage, the Other Mortgages or the other Loan Documents and exercise any and all rights and remedies under this Mortgage, the other Loan Documents or the Other Mortgages or, as provided by law or at equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Mortgagee, in its sole discretion but subject to the provisions of the Intercreditor Agreement, in any one or more of the states or counties in which the Mortgaged Property or any of the Other Properties are located. Neither the acceptance of this Mortgage, the Other Mortgages, or the other Loan Documents nor the enforcement thereof in any one state or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of this Mortgage, the Other Mortgages, or the other Loan Documents through one or more additional proceedings in that state or county or in any other state or county. Any and all sums received by Mortgagee under this Mortgage, the Other Mortgages, or the other Loan Documents shall be applied to the Secured Obligations in such order and priority as Mortgagee shall determine, in its sole discretion but subject to the provisions of the Intercreditor Agreement, without regard to any portion thereof allocated to the Mortgaged Property or any of the Other Properties or the appraised value of the Mortgaged Property or any of the Other Properties.

ARTICLE VII

Particular Provisions

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

7.1 Applicable Law; Certain Particular Provisions. This Mortgage shall be governed by and construed in accordance with the internal law of the state where the Mortgaged Property is located, except that Mortgagor expressly acknowledges that by their terms and to the fullest extent permitted by the law of such state, the Credit Agreements and other Loan Documents (aside from certain other Mortgages to be recorded outside New York) shall be governed by the internal law of the State of New York, without regard to principles of conflict of law. Mortgagor and Mortgagee agree to submit to jurisdiction and the laying of venue for any suit on this Mortgage in the state where the Mortgaged Property is located. The terms and provisions set forth in Appendix 2 attached hereto are hereby incorporated by reference as though fully set forth herein. In the event

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of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Appendix 2, the terms and provisions set forth in Appendix 2 shall govern and control.

[SIGNATURES ON THE NEXT PAGE]

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the Effective Date first above written.

MORTGAGOR:

PLAZA AT COUNTRYSIDE, LLC,
an Indiana limited liability company

By: WASHINGTON PRIME GROUP, L.P., an
Indiana limited partnership, its sole member

By: WASHINGTON PRIME GROUP INC., an
Indiana corporation, its general partner

By: 

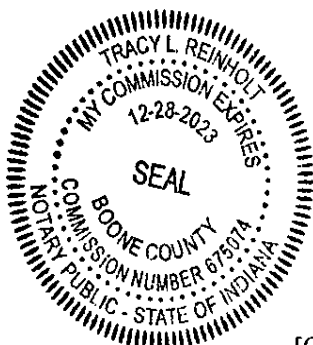
Name: Robert P. Demchak


Title: Executive Vice President, General
Counsel and Corporate Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

On this 23rd day of November, 2020, before me, a Notary Public, personally appeared Robert P. Demchak, who acknowledged himself to be the Executive Vice President, General Counsel and Corporate Secretary of Washington Prime Group Inc., an Indiana corporation and the general partner of Washington Prime Group, L.P., an Indiana limited partnership, the sole member of Plaza at Countryside, LLC, an Indiana limited liability company, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he, as such officer, being authorized to do so, executed the foregoing instrument as the Executive Vice President, General Counsel and Corporate Secretary of Washington Prime Group Inc., an Indiana corporation, the general partner of Washington Prime Group, L.P., an Indiana limited partnership, the sole member of Plaza at Countryside, LLC, an Indiana limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Printed: Tracy L. Reinholt
Residing in Boone County, Indiana.
My Commission Expires: 12/28/2023

[Cook County, Illinois – Mortgage]

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This instrument was prepared by: Maurice H. Sullivan, III, Esq.
Morgan, Lewis & Bockius LLP
One Federal Street
Boston, Massachusetts 02110

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

Tax Parcel IDs: 18-16-111-012-0000; 18-16-301-013-0000; 18-16-301-006-0000

Appraisal Address: 20 Countryside Plaza, Countryside, Illinois 60525

Flood Addresses: 11, 20, 72 Countryside Plaza, Countryside, Illinois 60525

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

PARCEL 1:

A PART OF LAGRANGE GARDEN HOMES AND 59TH STREET AS VACATED IN THE WEST 1/2 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAGRANGE ROAD AND THE NORTH RIGHT OF WAY LINE OF 59TH STREET AS VACATED; THENCE DUE SOUTH 80.00 FEET ALONG LAST SAID WEST RIGHT OF WAY LINE; THENCE NORTH 89 DEGREES, 45 MINUTES, 22 SECONDS, WEST 760.19 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF 59TH STREET AS VACATED FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 45 MINUTES, 22 SECONDS, WEST 524.48 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH 00 DEGREES, 02 MINUTES, 05 SECONDS WEST 40 FEET; THENCE NORTH 89 DEGREES, 45 MINUTES, 22 SECONDS WEST 2.29 FEET TO THE WEST LINE OF THE EAST 1,337 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 611.88 FEET TO THE SOUTH LINE OF THE NORTH 22 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 16; THENCE SOUTH 89 DEGREES, 41 MINUTES, 19 SECONDS EAST 542.55 FEET ALONG THE LAST SAID SOUTH LINE; THENCE SOUTH 00 DEGREES, 17 MINUTES, 32 SECONDS WEST 351.23 FEET; THENCE NORTH 89 DEGREES, 44 MINUTES, 56 SECONDS WEST 21.62 FEET; THENCE SOUTH 00 DEGREES, 15 MINUTES, 04 SECONDS WEST 62 FEET; THENCE SOUTH 89 DEGREES, 44 MINUTES, 56 SECONDS EAST 9 FEET; THENCE SOUTH 00 DEGREES, 15 MINUTES, 04 SECONDS WEST 238.01 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF INGRESS AND EGRESS; PASSAGE OF VEHICLES OVER THE PARKING AREAS, DRIVEWAYS, AISLES AND ENTRYWAYS AND SERVICE DRIVE; PARKING OF VEHICLES IN THE DESIGNATED PARKING AREAS AND SHOWN ON THE SITE PLAN; PASSAGE OF PEDESTRIANS IN PEDESTRIAN WALKWAYS, SIDEWALKS AND PARKING AREAS; THE DEPOSIT AND RETENTION OF STORM WATER ON THE AREA LABELED "RETENTION BASIN"; THE INSTALLATION, USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF UTILITY

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FACILITIES; THE MAINTAINING OF THE PARTY WALLS; AND SELF-HELP IN EXERCISING ANY RIGHT CREATED BY THE AGREEMENT OR ANY RIGHT TO INSTALL, CONSTRUCT, REPAIR, MAINTAIN, RELOCATE AND REMOVE ANY AND ALL COMMON AREA IMPROVEMENTS THAT THE DEVELOPER IS REQUIRED TO CONSTRUCT, REPAIR, MAINTAIN, RELOCATE AND REMOVE UNDER THE AGREEMENT BUT FAILS OR REFUSES TO DO, AS CREATED BY GRANT OF EASEMENTS, CONTAINED IN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED AS OF AUGUST 19, 1988 AND RECORDED AUGUST 26, 1988 AS DOCUMENT NUMBER 88390544 BY AND BETWEEN LAGRANGE DEVELOPMENT COMPANY, AN INDIANA LIMITED PARTNERSHIP, AND KMART CORPORATION, A MICHIGAN CORPORATION; AND ASSIGNMENT AND ASSUMPTION AGREEMENT DATED AS OF DECEMBER 1, 1993 RECORDED JANUARY 7, 1994 AS DOCUMENT NUMBER 94022301 BY AND BETWEEN LAGRANGE DEVELOPMENT COMPANY LIMITED PARTNERSHIP, FORMERLY KNOWN AS LAGRANGE DEVELOPMENT COMPANY, AN INDIANA LIMITED PARTNERSHIP AND SIMON PROPERTY GROUP (ILLINOIS), L.P., AN ILLINOIS LIMITED PARTNERSHIP.

PARCEL 3:

THE NORTH THREE-QUARTERS OF LOT 11 (EXCEPT THE EAST 2 RODS OF THE NORTH 18 RODS THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PART DEDICATED FOR LAGRANGE ROAD AND 60TH PLACE BY PLAT OF DEDICATION RECORDED JANUARY 31, 1977 AS DOCUMENT NUMBER 23895144, AND EXCEPTING THEREFROM THE SOUTH ONE-HALF OF THE RIGHT OF WAY OF VACATED 59TH STREET LYING WEST OF THE WEST LINE OF LAGRANGE ROAD AND EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED BY DEED RECORDED JULY 1, 1987 AS DOCUMENT NUMBER 87360087, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE NORTH THREE-QUARTER OF LOT 11 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 50.0 FEET WEST OF THE EAST LINE OF LOT 11 AND 33.0 FEET NORTH OF THE SOUTH LINE OF NORTH 3/4 OF LOT 11; THENCE WEST ALONG A LINE WHICH IS PARALLEL TO AND 33.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH 3/4 OF LOT 11, BEARING NORTH 89 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 819.0 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF LOT 11, BEARING NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.0 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 3/4 OF LOT 11,

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BEARING SOUTH 89 DEGREES 45 MINUTES 58 SECONDS EAST, A DISTANCE OF 160.0 FEET TO A POINT; THENCE NORTH ALONG A LINE PERPENDICULAR TO THE SOUTH LINE OF THE NORTH 3/4 OF LOT 11, BEARING NORTH 00 DEGREES 14 MINUTES 02 SECONDS EAST, A DISTANCE OF 157 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 3/4 OF LOT 11, BEARING NORTH 89 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 15.0 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 11, BEARING NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 631.58 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 3/4 OF LOT 11, BEARING SOUTH 89 DEGREES 45 MINUTES 58 SECONDS EAST, A DISTANCE OF 299.36 FEET TO A POINT; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 11, BEARING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 218.58 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTH 3/4 OF LOT 11, BEARING SOUTH 89 DEGREES 45 MINUTES 58 SECONDS EAST, A DISTANCE OF 174.0 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF LOT 11, BEARING NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 38.0 FEET TO A POINT; THENCE EAST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH 3/4 OF LOT 11, BEARING SOUTH 89 DEGREES 45 MINUTES 58 SECONDS EAST, A DISTANCE OF 200.0 FEET TO A POINT ON A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 11; THENCE SOUTH ALONG SAID LINE, BEARING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 708.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE NORTH THREE-QUARTERS OF LOT 11 (EXCEPT THE EAST 2 RODS OF THE NORTH 18 RODS THEREOF) IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PART DEDICATED FOR LAGRANGE ROAD AND 60TH PLACE BY PLAT OF DEDICATION RECORDED JANUARY 31, 1977 AS DOCUMENT NUMBER 23805144, AND EXCEPTING THEREFROM THE SOUTH ONE-HALF OF THE RIGHT OF WAY OF VACATED 59TH STREET LYING WEST OF THE WEST LINE OF LAGRANGE ROAD AND EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED BY DEED RECORDED JULY 1, 1987 AS DOCUMENT NUMBER 87360087, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 11.84 FEET SOUTH AND 20.98 FEET WEST OF THE NORTHEAST CORNER OF THE ABOVE REFERENCED TRACT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 86.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 33 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 9.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 32.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 61.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 86.00 FEET;

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THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 126.00 FEET TO THE PLACE OF BEGINNING.

THE FOREGOING SECOND LESS AND EXCEPT PARCEL IS ALSO DESCRIBED AS:

A PART OF THE NORTH THREE-QUARTERS OF LOT 11 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF LAGRANGE ROAD AND THE SOUTH RIGHT OF WAY OF VACATED 59TH STREET; THENCE N89°44'01"W ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 16.32 FEET; THENCE S00°15'59"W, A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°15'59"W, A DISTANCE OF 86.00 FEET; THENCE N89°44'01"W, A DISTANCE OF 49.00 FEET; THENCE S00°15'59"W, A DISTANCE OF 9.00 FEET; THENCE N89°44'01"W, A DISTANCE OF 32.00 FEET; THENCE N00°15'59"E, A DISTANCE OF 9.00 FEET; THENCE N89°44'01"W, A DISTANCE OF 45.00 FEET; THENCE N00°15'59"E, A DISTANCE OF 86.00 FEET; THENCE S89°44'01"E, A DISTANCE OF 126.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS, PARKING, UTILITIES AND CONSTRUCTION, RECONSTRUCTION, ERECTION AND MAINTENANCE OF FOUNDATIONS, FOOTINGS, SUPPORTS, CANOPIES, ROOFS AND OTHER OVERHANGS AND OTHER SIMILAR APPURTENANCES TO THE ABOVE DESCRIBED LAND, CREATED, DEFINED, LIMITED AND GRANTED BY THE CERTAIN CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 30, 1976 BY AND BETWEEN LAGRANGE DEVELOPMENT COMPANY, AN INDIANA LIMITED PARTNERSHIP, AND THE MAY DEPARTMENT STORES COMPANY, A NEW YORK CORPORATION, RECORDED FEBRUARY 24, 1977 AS DOCUMENT NUMBER 23830713 AS AMENDED BY FIRST AMENDMENT THERETO DATED MARCH 10, 1980 AND RECORDED MARCH 13, 1980 AS DOCUMENT NUMBER 25390400; AS AMENDED BY SECOND AMENDMENT THERETO DATED NOVEMBER 20, 1985 AND RECORDED JANUARY 28, 1986, AS DOCUMENT NUMBER 86037341 AND AS AMENDED BY THIRD AMENDMENT THERETO DATED NOVEMBER 28, 1989 RECORDED DECEMBER 4, 1989 AS DOCUMENT NUMBER 89575692; AND ASSIGNMENT AND ASSUMPTION AGREEMENT DATED AS OF DECEMBER 1, 1993 RECORDED JANUARY 7, 1994 AS DOCUMENT NUMBER 94022301 BY AND BETWEEN LAGRANGE DEVELOPMENT COMPANY LIMITED PARTNERSHIP, FORMERLY KNOWN AS LAGRANGE DEVELOPMENT COMPANY, AN INDIANA LIMITED PARTNERSHIP AND SIMON PROPERTY GROUP (ILLINOIS), L.P., AN ILLINOIS LIMITED PARTNERSHIP; AS AMENDED BY FOURTH AMENDMENT THERETO DATED JUNE 6, 2003 AND RECORDED JULY 2, 2003 AS DOCUMENT NUMBER 0318327061; AS AMENDED BY FIFTH AMENDMENT THERETO DATED SEPTEMBER 24, 2004 AND RECORDED DECEMBER 14, 2004 AS DOCUMENT NUMBER 0434919001.

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APPENDIX 1

Subsidiary Mortgagors

1. WPG WOLF RANCH, LLC
2. BLOOMINGDALE COURT, LLC
3. WPG ROCKAWAY COMMONS, LLC
4. ROCKAWAY TOWN COURT, LLC
5. ROCKAWAY TOWN PLAZA, LLC
6. SHOPS AT NORTHEAST MALL, LLC
7. VILLAGE PARK PLAZA, LLC
8. PLAZA AT BUCKLAND HILLS, LLC
9. LAKEVIEW PLAZA (ORLAND), LLC
10. FAIRFIELD TOWN CENTER, LLC
11. EMPIRE EAST, LLC
12. PLAZA AT COUNTRYSIDE, LLC
13. CHESAPEAKE CENTER, LLC
14. GREENWOOD PLUS CENTER, LLC
15. RICHARDSON SQUARE, LLC
16. UNIVERSITY PARK MALL CC, LLC
17. MARKLAND PLAZA, LLC
18. BOWIE MALL COMPANY, LLC
19. KEYSTONE SHOPPES, LLC
20. LINCOLN CROSSING, LLC
21. PLAZA AT NORTHWOOD, LLC
22. MALL AT LAKE PLAZA, LLC
23. ORANGE PARK MALL, LLC

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24. THE OUTLET COLLECTION LLC
25. CLAY TERRACE PARTNERS, LLC
26. WPG WESTSHORE, LLC
27. WESTSHORE PLAZA II LLC
28. PADDOCK MALL, LLC
29. SM MESA MALL, LLC
30. KI-HENDERSON SQUARE ASSOCIATES, L.P.
31. WPG NORTHTOWN VENTURE LLC
32. GAITWAY PLAZA, LLC

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APPENDIX 2

Local Law Provisions for the State of Illinois

1. **Principles of Construction.** In the event of any inconsistencies between the terms and conditions of this Appendix 2 and the terms and conditions of this Mortgage, the terms and conditions of this Appendix 2 shall control and be binding.

2. **Foreclosure – Applicable Law.**

(a) The law applicable to any foreclosure of this instrument shall be the Illinois Mortgage Foreclosure Law, Illinois Compiled Statutes, Chapter 735, Act 5, Section 15-1101, et seq., as from time to time amended (the "**Act**").

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

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

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

3. **Waiver of Redemption.** Mortgagor hereby expressly waives any and all statutory rights of redemption in connection with foreclosure of this Mortgage, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of the Act or other applicable law or replacement statutes. The Mortgaged Property is not homestead property.

4. **Purpose of Loan.** The entire proceeds of the loan evidenced by the Notes constitute "business loan" as that term is used in Illinois Compiled Statutes, Chapter 815, Act 205, Section 4, and the beneficiary of Mortgagor is a "business" as that term is defined in said Illinois Compiled Statutes, Chapter 815, Act 205, Section 4.

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

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6. **Maximum Indebtedness.** The maximum amount of Indebtedness secured by this Mortgage is \$1,005,000,000.00.

7. **Power of Sale.** Any references to “power of sale” in this Mortgage hereby amended to refer to judicial foreclosure under the Act.

8. **Interest Rate.** The following clause shall be added to the end of the Mortgage.

“The Indebtedness shall bear interest as set forth in the Notes at a rate of interest that may vary from time to time during the term of the loan secured hereby.”

9. **Usury.** All agreements between Mortgagor and Mortgagee (including, without limitation, those contained in this Mortgage, the Notes and any other Loan Documents) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to Mortgagee exceed the highest lawful rate of interest permissible under the laws of the State of Illinois. If, from any circumstances whatsoever, fulfillment of any provision hereof or of the Notes or any other documents securing the Indebtedness, at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Illinois; and if for any reason whatsoever, Mortgagee shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the indebtedness secured hereby (whether or not then due and payable) and not to the payment of interest.