

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2205522012

Doc# 2205522012 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/24/2022 09:38 AM PG: 1 OF 30

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: Mortgage, Assignment of Leases and Rents, Security Agmt and Fixture Filing

Borrower: Plaza at Countryside, LLC

Loan / Mortgage Amount: \$1,261,833,205.48

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.

Certificate number: 41C48FC1-4E11-4264-9BAB-45E82F9D7D64

Execution date: 2/16/2022

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

From

PLAZA AT COUNTRYSIDE, LLC

To

GLAS AMERICAS LLC,

as Collateral Agent

Dated: February 16, 2022

Premises: Countryside Plaza
 20 Countryside Plaza
 Countryside, Illinois 60525

After recording return to:

Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attn: Joshua A. Feltman, Esq.

1086355-6

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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 February 16, 2022 (the "**Effective Date**"), by PLAZA AT COUNTRYSIDE, LLC, an Indiana limited liability company, whose address is c/o Washington Prime Group, 180 East Broad Street, Columbus, OH 43215, Attention of General Counsel ("**Mortgagor**"), in favor of GLAS AMERICAS LLC, together with its successors and assigns, as collateral agent for the benefit of the Secured Parties (as defined in the Credit Agreement (as defined below)) (the "**Collateral Agent**" or "**Mortgagee**"), having an office located at 3 Second Street, Suite 206, Jersey City, NJ 07311. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

RECITALS:

WHEREAS, on June 13, 2021, the Mortgagor and/or certain of its affiliates (collectively, the "**Debtors**") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**");

WHEREAS, (i) on June 23, 2021, the Debtors filed the Joint Chapter 11 Plan of Reorganization of Washington Prime Group Inc. and its Debtor Affiliates (as subsequently amended, amended and restated, modified or supplemented from time to time, the "**Plan**"), and (ii) on September 3, 2021, the Bankruptcy Court confirmed the Plan and entered the Order Approving the Debtors' Disclosure Statement and Confirming the Second Amended Joint Chapter 11 Plan of Reorganization of Washington Prime Group Inc. and its Debtor Affiliates [Docket No. 1022], which, among other things, authorized the execution, delivery and performances of the Loan Documents by the Loan Parties, including this Mortgage, and

WHEREAS, pursuant to the Plan, the holders of Revolving and Term Loan Facilities Claims and Weberstown Term Loan Facility Claims are entitled to receive on account of such claims, among other things, the Initial Loans provided for in the Credit Agreement, dated as of October 20, 2021, by and among WPG Holdings LLC, a Delaware limited liability company (the "**Parent**" and the "**Borrower Representative**"), the entities identified on Schedule II thereto ("**Borrower**"), the "Lenders" identified therein from time to time party thereto, GLAS USA LLC, in its capacity as the administrative agent (the "**Administrative Agent**") and the Collateral Agent (the "**Credit Agreement**"), in the aggregate principal amount of \$1,261,833,205.48;

WHEREAS, Mortgagor and other Guarantors (as defined in the Credit Agreement) entered into (i) that certain Guaranty, dated as of October 20, 2021, pursuant to which the Guarantors have guaranteed the Obligations under the Credit Agreement (as the same may be varied, extended, supplemented, consolidated, amended, replaced, increased, renewed, or otherwise modified from time to time, the "**Guaranty**") and (ii) that certain Collateral Agreement, dated as of October 20, 2021, pursuant to which the Guarantors have granted and pledged a continuing security interest in such Guarantors' right, title and interest in, to and under the Collateral to secure the Obligations under the Credit Agreement (as the same may be varied, extended, supplemented, consolidated,

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amended, replaced, increased, renewed, or otherwise modified from time to time, the “*Collateral Agreement*”);

WHEREAS, the Obligations guaranteed under the Guaranty and the Obligations secured under the Collateral Agreement include the Secured Obligations (as defined below);

WHEREAS, Borrower and the Guarantors are engaged in related businesses, and each Loan Party will derive a direct and/or indirect benefit from the extensions of credit under the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, Mortgagor is required to execute and deliver this Mortgage in favor of Mortgagee for the benefit of the 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, subject to the further terms of this Mortgage, all of the estate, right, title and interest of Mortgagor, in law or equity, of 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, 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

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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, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Premises from time to time accruing (the "**Rents and Profits**") and all existing and future leases, subleases, licenses, rental contracts, occupancy agreements and other agreements or similar arrangements (in each case whether existing now or in the future) 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**" which shall include (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease), whether oral or written, for a definite term or month-to-month. "**Lessee**" shall mean the lessees under the Leases or any subtenants or occupants of the Premises to whom Mortgagor grants a possessory interest in, or right for the use and occupancy of all or part of the Premises. 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 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 Mortgagee.

(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,

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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 Personalty**”) 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 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 Premises, 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, 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

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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 "Obligations" under and as defined in the Credit 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 Guarantors to the Collateral Agent pursuant to this Mortgage, the Guaranty, the Collateral Agreement and the other Loan Documents (all such obligations, liabilities, sums and expenses set forth in this Section 1.1 being herein collectively called the "*Secured Obligations*").

1.2 Future Advances. Subject to the limitations set forth in Exhibit B attached hereto (if any), and subject further to applicable law, any additional sum or sums advanced by the then-applicable Lender or Collateral Agent under the Credit 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 \$2,523,666,410.96. 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, subject to applicable law, 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

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on the title insurance policy, if any, accepted by Mortgagee in connection with this Mortgage, (x) any Permitted Liens as defined in the Credit Agreement, (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 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.

2.3 Taxes and Other Charges. Subject to the terms and conditions of the Credit Agreement, Mortgagor shall pay all real estate 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 8.7 of the Credit Agreement.

2.4 Reimbursement. Subject to the rights of the Mortgagor set forth in the Credit Agreement 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 Agreement, 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 Agreement and the Collateral 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,

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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. To the extent available under applicable law, 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 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 Agreement, 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 Section 7.3 of the Collateral Agreement, in accordance with and subject to the limitations set forth in Section 12.2 and 12.10 of the Credit Agreement. 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 12.2 of the Credit Agreement. 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 the Collateral Agent.

2.8 Insurance; Casualty.

(a) Mortgagor shall obtain and maintain at Mortgagor's sole expense insurance with respect to Mortgagor and the Property as required pursuant to the Credit Agreement. 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".

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

(c) Upon the request of Mortgagee or the Discretionary Lenders, Mortgagor shall promptly deliver to Mortgagee evidence satisfactory to Mortgagee of the timely payment of all premiums on the policies required hereunder.

(d) Subject to the provisions of any 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 2.5(b)(ii) of the Credit Agreement.

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2.9 Eminent Domain. Subject to the provisions of the Credit Agreement, 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 be applied to the Secured Obligations or disbursed, in each case, in accordance with the terms of Section 2.5(b)(ii) of the Credit Agreement.

2.10 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 Secured Parties to collect on the 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 Secured Parties for the complete discharge of each and every of Mortgagor's obligations hereunder.

2.11 Assignment of Leases and Mortgagor Collection of Rents and Profits.

(a) Assignment.

(1) Mortgagor hereby absolutely and unconditionally transfers, sets over and assigns to Mortgagee all present and future right, title and interest of Mortgagor in, to and under the Leases and Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Mortgagor under any of the Leases and all other rights and interests of Mortgagor under or in respect of any of the Leases (the "**Assignment**"). Subject only to the License (as defined below), it being the intention of Mortgagor and Mortgagee that this conveyance be presently and immediately effective; to HAVE AND TO HOLD the Leases and Rents unto Mortgagee, forever, and Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Leases and Rents unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof; provided, however, that upon payment and performance of each and all of the Secured Obligations in accordance with the Loan Documents, then this Assignment shall terminate and be of no further force and effect (as further provided in Section 6.13 below), and all rights, titles, and interests conveyed pursuant to this Assignment shall become vested in Mortgagor without the necessity of any further act or requirement by Mortgagor. This Assignment is intended to be, and is, an absolute present assignment from Mortgagor to Mortgagee and not the mere passage of a security interest or a provision of additional security, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

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

(b) License. Except as hereinafter set forth, Mortgagor shall have a license to collect the Rents accruing under the Leases as they become due ("**License**"), but not more than one (1) month in advance (except security deposits held in the ordinary course of business or except

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as otherwise disclosed to Mortgagee), and to enforce the Leases. The License is revocable, at Mortgagee's option, upon the occurrence and during the continuance of an Event of Default. Mortgagor covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Premises and then to payment of the Secured Obligations.

(c) Bankruptcy of Lessee. In the event an Event of Default has occurred and is continuing and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization or undertakes or is subject to similar action, Mortgagee shall have, and is hereby assigned by Mortgagor, all of the rights which would otherwise inure to the benefit of Mortgagor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Mortgagee in writing, Mortgagee's exercise of any of the rights provided in this Section shall preclude Mortgagor from the pursuit and benefit thereof without any further action or proceeding of any nature. Mortgagee, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

(d) Intentionally Omitted.

(e) Remedies. While an Event of Default has occurred and is continuing, Mortgagor's License to collect Rents shall, upon receipt of written notice from the Mortgagee, immediately cease and terminate. Mortgagee shall thereupon be authorized at its option to enter and take possession of all or part of the Premises, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Premises in the same manner and to the same extent that Mortgagor might reasonably so act. In furtherance thereof, while an Event of Default has occurred and is continuing, Mortgagee shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Mortgagor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Mortgagor shall also pay to Mortgagee, promptly upon the occurrence and during the continuance of any Event of Default: all rent prepayments and security or other deposits paid to Mortgagor pursuant to any Lease assigned hereunder. Mortgagee will, after payment of all proper costs, charges and any damages including, without limitation, those payable pursuant to Section 2.11(f) hereof, apply the net amount of such Rents to the Secured Obligations as provided in the Credit Agreement.

(1) Notice to Lessee. Mortgagor hereby irrevocably authorizes each Lessee, upon demand and notice from Mortgagee of the occurrence of an Event of Default, to pay all Rents under the Leases to Mortgagee. Mortgagor agrees that each Lessee shall have the right to rely upon any notice from Mortgagee directing such Lessee to pay all Rents to Mortgagee, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Mortgagor to the contrary. Mortgagor shall have no claim against any Lessee for any Rents paid by Lessee to Mortgagee. At such time as no Event of Default exists, Mortgagee may give each Lessee written notice of such cure and, thereafter, until further notice from Mortgagee, each such Lessee shall pay the Rents to Mortgagor.

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(2) Assignment of Defaulting Mortgagor's Interest in Lease. Mortgagee shall have the right to assign Mortgagor's right, title and interest in and to the Leases to any person acquiring title to the Premises through foreclosure or otherwise. Such assignee shall not be liable to account to Mortgagor for the Rents thereafter accruing.

(3) No Waiver. Mortgagee's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Mortgagee's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Mortgagee has under the Credit Agreement and any other Loan Documents. Mortgagee's rights and remedies hereunder may be exercised as often as Mortgagee deems expedient.

(f) Indemnity; No Liability. Nothing in the Loan Documents or this Section 2.11(f) shall be construed to bind Mortgagee to the performance of any Lease provisions, or to otherwise impose any liability upon Mortgagee, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Premises. This Assignment imposes no liability upon Mortgagee for the operation and maintenance of the Premises or for carrying out the terms of any Lease before Mortgagee has entered and taken possession of the Premises, and 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. Mortgagor shall indemnify Mortgagee for all liabilities incurred pursuant to or in connection with this Mortgage to the extent the Borrower would be required to do so pursuant to Section 12.10 of the Credit Agreement.

(g) No Mortgagee in Possession; No Other Liability. The acceptance by Mortgagee of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Premises by Mortgagee, be deemed or construed to: (a) constitute Mortgagee as a mortgagee in possession nor thereafter or at any time or in any event obligate Mortgagee to appear in or defend any action or proceeding relating to the Leases or to the Premises; (b) require Mortgagee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Mortgagee to assume any obligation or responsibility for any security deposits or other deposits delivered to Mortgagor by Lessees and not assigned and delivered to Mortgagee. Mortgagee shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Premises unless such injury or damage is caused by the gross negligence of Mortgagee or its affiliates.

2.12 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 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 Mortgagor'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

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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, or take any other action which would necessitate the amendment, correction or re-filing of any financing statement.

2.13 Fixture Filing. This Mortgage shall also constitute a “fixture filing” for the purposes of the Uniform Commercial Code against all of the Mortgaged Property which is or is to become fixtures, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall also operate as a financing statement filed as a fixture filing in accordance with the applicable provisions of the Uniform Commercial Code upon such Mortgaged Property that is or may become fixtures. Mortgagor is a “Debtor” and its exact legal name and mailing address are set forth in the preamble of this Mortgage immediately preceding the Recitals. Mortgagee is the “Secured Party” and its name and mailing address from which information concerning the security interest granted herein may be obtained is also set forth in the preamble of this Mortgage immediately preceding the Recitals. Mortgagor warrants and represents to the Mortgagee that Mortgagor is the record owner of the Land.

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 Agreement.

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 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, subject to applicable law, in a manner permitted by Exhibit B attached hereto.

4.3 Proceeds of Sale. Following a foreclosure sale, the proceeds of such sale shall, subject to applicable law, be applied in accordance with Section 10.5 of the Credit Agreement and Section 5.3 of the Collateral Agreement.

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 Premises occupied,

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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 Premises upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Premises (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 with notice (to the extent required by applicable law) and without liability therefor to Mortgagor, except for its own gross negligence or willful misconduct (as determined by a final non-appealable judgement 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 Agreement, 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 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

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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 Agreement 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 Agreement 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 Agreement, together with their successors and permitted assigns.

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.

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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 Agreement, the terms and conditions of the Credit Agreement 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 Agreement, on the one hand, conflict with the terms and conditions of any applicable Intercreditor Agreement, on the other, the terms and conditions of such Intercreditor Agreement shall control and supersede the provisions of this Mortgage and the Credit Agreement 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 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.

(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

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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. EACH PARTY HERETO ACKNOWLEDGES THAT ANY DISPUTE OR CONTROVERSY BETWEEN OR AMONG THE MORTGAGOR AND THE MORTGAGEE, OR ANY OTHER MORTGAGOR, WOULD BE BASED ON DIFFICULT AND COMPLEX ISSUES OF LAW AND FACT AND WOULD RESULT IN DELAY AND EXPENSE TO THE PARTIES. ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST ANY PARTY HERETO ARISING OUT OF 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 (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and Rents and other amounts payable under any Lease, (e) take such other action as Mortgagee may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Mortgagee under this Assignment and (f) take any other 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 this 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 Secured Parties and each of their

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respective successors, transferees and assigns permitted in accordance with the terms of the Credit 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 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.

(a) 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 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 payment in full in cash of the Secured Obligations (other than contingent indemnification obligations and other obligations not then payable which expressly survive termination of the Loan Documents and as to which no claim has been asserted) and the termination of the Credit Agreement.

(b) Upon not less than five (5) Business Days prior written notice by Mortgagor to Mortgagee, in connection with a disposition or other transaction permitted by the Credit Agreement and in accordance with Section 11.9 of the Credit Agreement and Section 7.15 of the Collateral Agreement, Mortgagee shall execute and deliver a full or partial discharge, reconveyance or release of this Mortgage and a UCC-3 termination or amendment (if needed), 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 Net Cash Proceeds of such disposition or other transaction are applied in accordance with Section 2.5(b) of the Credit Agreement.

(c) For the avoidance of doubt, the Assignment contained herein shall terminate in whole or in part upon the termination and release and/or the full or partial discharge of the Mortgaged Property pursuant to this Section 6.13.

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 Agreement and unless in writing and signed by Mortgagee. Any amendment, modification or

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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 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 Agreement, if to Mortgagor or Mortgagee, addressed to it at the address set forth in the Credit Agreement, or in each case at such other address as 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 (or cause to be advanced and paid) 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. Subject to applicable law, 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 Agreement 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 12.10 of the Credit Agreement. Mortgagor also agrees upon demand to pay or reimburse Collateral Agent in accordance with Section 12.2 of the Credit Agreement. The provisions of this Section 6.17 shall survive the termination of this Mortgage and the resignation or removal of Collateral Agent. 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 Additions to, Changes in and Replacement of Secured Obligations. Mortgagee may take security in addition to the security already given Mortgagee for the payment of the Secured Obligations or release such other security, and may release any party primarily or secondarily liable on the Secured Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Secured Obligations or this Mortgage and replacements thereof, which replacements of the Secured Obligations or this Mortgage may be on the same terms as, or on terms different from, the present terms of the Secured Obligations or this Mortgage, and may

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apply any other security held by it to the satisfaction of the Secured Obligations, without prejudice to any of its rights hereunder.

6.19 Collateral Agent. GLAS AMERICAS LLC has been appointed Collateral Agent for the Secured Parties hereunder pursuant to the Credit Agreement. Any successor Collateral Agent appointed pursuant to the Credit 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 Agreement) now or hereafter given by the Guarantors (or any one or more of them) 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 Agreement. 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, 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, 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, or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, 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, 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:

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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 Agreement and other Loan Documents (aside from certain other Mortgages to be recorded outside New York) shall be governed by and construed in accordance with the laws 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 Exhibit B attached hereto are hereby incorporated by reference as though fully set forth herein. In the event of any conflict between the terms and provisions contained in the body of this Mortgage and the terms and provisions set forth in Exhibit B, the terms and provisions set forth in Exhibit B shall govern and control.


[SIGNATURES ON THE NEXT PAGE]

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

MORTGAGOR:

PLAZA AT COUNTRYSIDE, LLC
an Indiana limited liability company

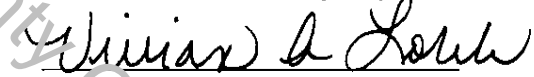
By: 

Name: Robert P. Demchak

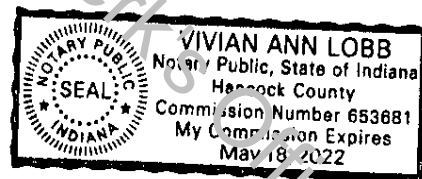
Title: Executive Vice President, General Counsel and
Corporate Secretary

STATE OF Indiana)
COUNTY OF Marion) SS:

On Jan 31, 2022, 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 Plaza at Countryside, LLC, 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 in his/her aforesaid capacity.



Notary Public



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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

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

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UTILITY 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 23305144, 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

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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 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 218.52 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

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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; 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;

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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.

COOK COUNTY CLERK OFFICE
RECORDING DIVISION
118 N. CLARK ST. ROOM 120
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE
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EXHIBIT B

Local Law Provisions

1) Business Loan. Mortgagor declares represents, certifies, and agrees that the funds advanced to Mortgagor under the Credit Agreement will be used solely for business purposes and that such advances are exempt from interest limitations pursuant to the provisions of 815 ILCS 205/4.

2) Protective Advances.

Advances, disbursements and expenditures made by Mortgagee for the following purposes, whether before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Mortgage, constitute "**Protective Advances**":

(i) all advances by Mortgagee in accordance with the terms of this Mortgage to: (A) register, preserve or maintain, repair, restore or rebuild the buildings located on the Mortgaged Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of 735 ILCS Section 5/15-1302;

(ii) payments by Mortgagee of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Mortgaged Property or any part thereof (collectively, "**Taxes**"); (C) other obligations authorized by the Loan Documents; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Mortgaged Property, as referred to in 735 ILCS Section 5/15-1505 of the Foreclosure Law (as defined below);

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

(iv) reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Mortgage as referred to in Section 735 ILCS Sections 5/15-1504(d)(2) and 5/15-1510; (B) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagees hereunder or under any of the other Loan Documents; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Mortgagees' fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of 735 ILCS Section 5/15-1508;

(vi) advances of any amount required to make up a deficiency in deposits for installments of Taxes and assessments and insurance premiums as may be authorized by this Mortgage;

(vii) expenses properly deductible from proceeds of sale as referred to in Subsections (a) and (b) of 735 ILCS Section 5/15-1512; and

Exhibit B-1

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(viii) expenses incurred and expenditures made by Mortgagee for any one or more of the following: (A) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver are in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Premises imposed by Subsection (c)(1) of 735 ILCS Section 5/15-1704; (B) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (C) payments required or deemed by Mortgagee to be for the benefit of the Premises under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Premises; (D) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Premises; or (E) pursuant to a lease or other agreement for occupancy of the Premises.

(b) All Protective Advances shall be additional Secured Obligations and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Post-Default Rate (as defined in the Credit Agreement”).

(c) This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of 735 ILCS Section 5/15-1302.

All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Illinois Mortgage Foreclosure Laws, 735 ILCS Section 5/15-1101, et. seq. (the “**Foreclosure Law**”), apply to and be included in the:

- (i) determination of the amount of Secured Obligations at any time;
 - (ii) indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
 - (iii) determination of amounts deductible from sale proceeds pursuant to Section 5/15-1512 of the Foreclosure Law;
 - (iv) application of income in the hands of any receiver or mortgagee in possession;
- and
- (v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15-1508 and Section 5/15-1511 of the Foreclosure Law.

3) Waiver of the Right of Redemption. Mortgagor acknowledges that the Premises does not constitute agricultural real estate, as defined in Section 5/15-1201 of the Foreclosure Law, or residential real estate, as defined in Section 5/15-1219 of the Foreclosure Law. To the fullest extent permitted by law, Mortgagor, on behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Premises subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by applicable law, hereby voluntarily and knowingly waives (i) any and all rights of redemption pursuant to Section 5/15-1601(b) of the Foreclosure Laws, and (ii) any and all rights of reinstatement.

7.4 Illinois Collateral Protection Act. Mortgagor is hereby notified pursuant to the Illinois Collateral Protection Act (815 ILCS 180/1 et. seq.) that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by the Credit Agreement and this Mortgage, Mortgagee may purchase the

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required insurance at Mortgagor's expense to protect Mortgagee's interest in the Premises. This insurance may, but need not, protect Mortgagor's interests. The coverage that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Mortgaged Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by the Credit Agreement and this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be responsible for the costs of that insurance, including interest on the amount so paid by Mortgagee at the Post-Default Rate until paid to Mortgagee and any other charges Mortgagee may impose in connection with the placement of the insurance until the effective date of the cancellation or the expiration of the insurance. The costs of the insurance shall be added to Mortgagor's total outstanding balance or obligation and shall constitute additional indebtedness. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

5) Maximum Indebtedness. Notwithstanding anything contained herein to the contrary, in no event will the Obligations exceed an amount equal to two billion five hundred twenty-three million six hundred sixty-six thousand four hundred ten and 96/100 Dollars (\$2,523,666,410.96); provided, however, in no event will the Mortgagee be obligated to advance funds in excess of the amounts that are required to be disbursed under the Credit Agreement.