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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2208722008\*

Doc# 2208722008 Fee \$85.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 03/28/2022 09:27 AM PG: 1 OF 18

The property identified as: **PIN:** 28-13-326-028-0000

**Address:**

**Street:** 3040 W. 159th St.

**Street line 2:**

**City:** MARKHAM

**State:** IL

**ZIP Code:** 60428

**Lender:** CADENCE BANK

**Borrower:** ZUBHA REALTY LP

**Loan / Mortgage Amount:** \$210,000,000.00

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

**Certificate number:** F008387E-1A6B-40C3-A0B2-35D9AAB76255

**Execution date:** 3/21/2022

CCH121064956D CA 2 of 2

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Drawn By And After Recording Return To:  
Moore & Van Allen PLLC  
100 North Tryon Street, Floor 47  
Charlotte, North Carolina 28202-4003  
Attn: Timothy W. Corrigan

STATE OF ILLINOIS

3040 W. 159th St, Markham, IL 60428

COUNTY OF COOK

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Mortgage") is made and entered into as of the 21st day of March, 2022, from ZUBHA REALTY LP, a Delaware limited partnership, with an address of 4415 Highway 6, Sugar Land, Texas 77478, Attention: Amin Dhanani or Ash Meghani (the "Mortgagor" and together with HZ Props (as defined below), the "Borrower"), as mortgagor, to CADENCE BANK, in its capacity as Administrative Agent for the Lenders from time to time party to the Credit Agreement referenced below and any other holder of the Obligations (as defined in the Credit Agreement), with an address of 6600 Peachtree Dunwoody Road, Building 600, Suite 270, Atlanta, Georgia 30328, Attention: Lisa Hughes (in such capacity, together with any successors and permitted assigns, the "Agent"), as mortgagor.

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## RECITALS:

WHEREAS, HZ Props RE, Ltd., a Texas limited partnership, as the borrower (“HZ Props”), entered into that certain Credit Agreement dated as of July 20, 2018, among HZ Props, Cadence Bank (formerly Cadence Bank, National Association), as the Administrative Agent, and the Lenders from time to time party thereto, as amended by (i) a First Amendment to Credit Agreement and Waiver dated as of August 7, 2019, (ii) a Second Amendment to Credit Agreement, Joinder and Assignment dated as of December 3, 2019, (iii) a Third Amendment to Credit Agreement, Joinder and Assignment dated as of March 4, 2021 and (iv) a Fourth Amendment to Credit Agreement, Joinder, Consent and Waiver dated as of September 10, 2021, pursuant to which the Mortgagor was joined as a borrower (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, the Mortgagor is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Mortgagor is required to execute and deliver this Mortgage pursuant to the Credit Agreement.

## WITNESSETH:

The Mortgagor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, mortgaged, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, mortgage, transfer and convey to the Agent, a continuing security interest in and to, and lien upon, all of the Mortgagor’s right, title and interest in and to the following described land, real property interests, buildings, improvements, fixtures and other collateral:

(a) All that tract or parcel of land and other real property interests in Cook County, Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Land”), and all of the Mortgagor’s right, title and interest in and to rights appurtenant thereto, including easement rights; and

(b) 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 hereby conveyed immediately upon the delivery thereof to the aforesaid Land, and all fixtures or goods that are or are to become fixtures related to the Land now or hereafter owned by the Mortgagor and located on or attached to and used in connection with the aforesaid Land and Improvements (collectively, the “Fixtures”), and all articles of personal property now or hereafter owned by the Mortgagor and attached to or contained in and used in connection with the aforesaid Land and Improvements (including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings, 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, all appurtenances to the Land (the “Appurtenances”) and all proceeds and products of the Land, including casualty and condemnation

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proceeds (collectively, the "Proceeds") (hereinafter, the Land, the Improvements, the Fixtures, the Tangible Personalty, the Appurtenances and the Proceeds may be collectively referred to as the "Premises"); provided, however, to the extent that any Improvements are located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, the Tangible Personalty located in such Improvements in which a security interest is granted under this Mortgage shall be limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Encumbrances (hereinafter defined), to the Agent to secure the Indebtedness (hereinafter defined) and other obligations herein recited; provided that, should (i) the Indebtedness secured hereby be paid in full, all Commitments have expired or terminated and should the Mortgagor fully discharge its obligations secured hereby and satisfy the obligations in full or (ii) the conditions set forth in the Credit Agreement for the release of this Mortgage be fully satisfied, the lien and security interest of this Mortgage shall cease, terminate and be void and Agent shall promptly cause a release of this Mortgage to be filed in the appropriate office; and until such obligations are fully satisfied, it shall remain in full force and effect.

And, as additional security for the Indebtedness, the Mortgagor hereby irrevocably assigns to the Agent all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits"), which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no Event of Default (as described in Article III) shall exist, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence and during the continuance of an Event of Default) to collect, but not prior to accrual, all Rents and Profits. In the event, however, that Mortgagor shall cure any such Event of Default, then the license granted under this paragraph shall be reinstated unless and until another Event of Default occurs, at which time the license shall again terminate.

As additional collateral and further security for the Indebtedness, the Mortgagor does hereby assign to Agent and grants to Agent a security interest in all of the right, title and the interest of the Mortgagor in and to any and all insurance policies and proceeds thereof and any and all leases (including equipment leases), rental agreements, management contracts, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits to the extent now or hereafter relating solely to the Premises (the "Intangible Personalty") or any part thereof, and the Mortgagor agrees to execute and deliver to the Agent such additional instruments, in form and substance reasonably satisfactory to the Agent, as may hereafter be reasonably requested by the Agent to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Agent to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Agent any obligation with respect thereto. Notwithstanding the foregoing provisions, such assignment and grant of security interest contained herein shall not extend to, and the Intangible Personalty shall not include, any personalty which is now or hereafter held by the Mortgagor as licensee, lessee or otherwise, to the extent that such personalty is not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law); provided, however, that the foregoing assignment and grant of security interest shall extend to, and the Intangible Personalty shall include, any and all proceeds of such personalty to the extent that the assignment or encumbering of such proceeds is not so restricted under the terms of the license, lease or other agreement applicable thereto.

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

The Mortgagor and the Agent covenant, represent and agree as follows:

## ARTICLE I

### Indebtedness Secured

1.1 Indebtedness. The Agent and the Lenders have established Two Hundred Ten Million and No/100 Dollars (\$210,000,000.00) in senior secured credit facilities in favor of the Borrower pursuant to the terms of the Credit Agreement. The amount of such senior secured credit facilities may be increased to an aggregate amount of up to Two Hundred Forty-Two Million and No/100 Dollars (\$242,000,000.00) pursuant to the terms of the Credit Agreement. This Mortgage is given to secure the payment and performance by the Borrower of (a) all obligations under each Note, the Credit Agreement, this Mortgage and the other Loan Documents from the Borrower to any Lender or Agent, (b) all obligations and liabilities incurred in connection with the collection and enforcement of the foregoing and (c) all other Obligations (all of which whether now existing or hereafter arising, collectively, the "Indebtedness").

1.2 Future Advances. This Mortgage is given to secure the Indebtedness and the repayment of the aforesaid credit facilities together with each advance of any Loan, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure all future advances and readvances that may subsequently be made to the Mortgagor by the Lenders evidenced by any Note given in connection with the aforesaid Credit Agreement, and all renewals, modifications, replacements and extensions thereof.

## ARTICLE II

### Mortgagor's Covenants, Representations and Agreements

2.1 Title to Property. The Mortgagor represents and warrants to the Agent (i) that it is seized of the Land and the Improvements and has indefeasible fee simple title to the Land and the Improvements and has the right to encumber and convey the same, and title to such Land and Improvements is free and clear of all liens and encumbrances except for (a) Permitted Liens, (b) the liens securing taxes and assessments by any taxing authority which are not yet due and payable and (c) all restrictions, covenants, conditions, and easements or other matters of record affecting the Land and the Improvements (the "Permitted Encumbrances"), (ii) that it is the owner of the Tangible Personalty free and clear of all liens and encumbrances except for the Permitted Liens and (iii) that it will warrant and defend the title to such property except for the Permitted Encumbrances and Permitted Liens against the claims of all Persons. As to the balance of the Premises, the Rents and Profits and the Intangible Personalty, the Mortgagor represents and warrants that it will defend such property against the claims of all Persons subject to the Permitted Encumbrances and the Permitted Liens.

2.2 Taxes and Fees. Subject to the right of the Mortgagor set forth in Section 6.04 of the Credit Agreement to contest any tax assessment or charge, the Mortgagor will pay prior to delinquency all

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taxes, general and special assessments, permit fees, inspection fees, user fees, license fees, water and sewer charges, and franchise fees lawfully levied, imposed or asserted by the United States of America or any state, county, municipality or other taxing authority upon the Mortgagor in respect of the Premises or any charge which, if unpaid, would become a lien or charge upon the Premises prior to or equal to the lien of this Mortgage for any amounts secured hereby or which would have priority or equality with this Mortgage in the distribution of the proceeds of any foreclosure sale of the Premises (collectively, "Governmental Assessments") and all insurance premiums due and payable in connection with maintaining the insurance required under Section 2.9(a) as required by the terms and conditions of the Credit Agreement (and the Mortgagor, upon request of the Agent, will submit to the Agent receipts evidencing said payments). The Mortgagor shall also pay all mortgage taxes, recording fees and all other costs and expenses, if any, due or payable in connection with the execution, delivery and/or recording of this Mortgage and in connection with any advance secured by this Mortgage.

2.3 Reimbursement. Subject to the right of the Mortgagor set forth in Section 6.04 of 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 becomes delinquent any Governmental Assessment or any utility charge, whether public or private, or any insurance premium, on or prior to the cancellation date of such insurance, or if it shall fail to procure the insurance coverage and deliver the insurance certificates required hereunder, or if it shall fail to pay any other charge or fee described in Sections 2.2, 2.3, 2.6 or 5.6 hereof, then the Agent, at its option, may pay or procure the same and will give the Mortgagor prompt notice of any such expenditures. The Mortgagor will reimburse the Agent within thirty (30) days of demand for any sums of money paid by the Agent pursuant to this Section, together with interest on each such payment at the Default Rate, and all such sums and interest thereon shall be secured hereby.

2.4 Additional Documents. The Mortgagor agrees to execute and deliver to the Agent, concurrently with the execution of this Mortgage and upon the reasonable request of the Agent from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Mortgagor hereby authorizes the Agent to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as the Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereby in accordance with the Uniform Commercial Code as adopted and as in effect in the state in which the Land is located (the "UCC").

2.5 Sale or Encumbrance. Except as otherwise permitted in the Credit Agreement, the Mortgagor will not sell, encumber or otherwise dispose of any of the Tangible Personalty except to incorporate such into the Improvements or replace such with goods of quality and value at least equal to that replaced. In the event the Mortgagor sells or otherwise disposes of any of the Tangible Personalty other than as permitted above, the Agent's security interest in the proceeds of the Tangible Personalty shall continue pursuant to this Mortgage.

2.6 Fees and Expenses. The Mortgagor will promptly pay upon demand any and all reasonable costs and expenses of the Agent, including, without limitation, reasonable attorneys' fees actually incurred by Agent, (a) as required under the Credit Agreement and (b) as necessary to protect the Premises, the Rents and Profits or the Intangible Personalty in accordance with Section 5.6 hereof, or to exercise any rights or remedies under this Mortgage or with respect to the Premises, Rents and Profits or the Intangible Personalty. All of the foregoing costs and expenses shall be secured hereby.

2.7 Leases and Other Agreements. The Mortgagor shall 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 material lease now or hereafter affecting the Premises on the part of the Mortgagor to be kept and performed (including performance of all covenants to be performed under any and all leases

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of the Premises or any part thereof) and shall at all times use commercially reasonable efforts to enforce, with respect to each other party to said agreements, all material obligations, covenants and agreements by such other party to be performed thereunder.

2.8 Maintenance of Premises. The Mortgagor will abstain from and will not permit the commission of any material waste in or about the Premises and will maintain, or cause to be maintained, the Premises in reasonable condition and repair, ordinary wear and tear and casualty and obsolescence excepted.

2.9 Insurance.

(a) Types Required. The Mortgagor shall maintain insurance for the Premises as set forth in Section 6.07 of the Credit Agreement.

(b) Use of Proceeds. The Mortgagor assigns to the Agent any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which the Mortgagor is entitled. Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Mortgagor shall have the right to collect any insurance proceeds and to apply such proceeds to the restoration of the Premises. To the extent such proceeds are applied to the repayment of the balance due under the Notes and the other Loan Documents, if such proceeds exceed the balance due under the Notes and other Loan Documents, any such excess shall be repaid to the Mortgagor.

2.10 Eminent Domain. Subject to the provisions of the Credit Agreement, the Mortgagor assigns to the Agent 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 which the Mortgagor is entitled, and such proceeds or awards shall be applied in the same manner the insurance proceeds are applied as set forth herein and in the Credit Agreement. If such proceeds exceed the balance due under the Notes and other Loan Documents, any such excess shall be repaid to the Mortgagor. The Mortgagor agrees to execute such further assignments and agreements as may be reasonably required by the Agent to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Mortgagor shall promptly notify the Agent of such requirements or commencement of proceeding (for demolition, condemnation or other taking). Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, provided no Event of Default has occurred and is continuing, the Mortgagor shall have the right to collect and retain any such proceeds or awards.

2.11 Releases and Waivers. The Mortgagor agrees that no release by the Agent or any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of lien, no forbearance on the part of the Agent to collect on any Loan, or any part thereof, no waiver of any right granted or remedy available to the Agent and no action taken or not taken by the Agent shall, except to the extent expressly released, in any way have the effect of releasing the Mortgagor from full responsibility to the Agent for the complete discharge of each and every of the Mortgagor's obligations hereunder.

2.12 Transfer of Premises. Except as otherwise permitted in the Credit Agreement, the Mortgagor covenants and agrees with the Agent that the Mortgagor shall not sell, transfer, convey, mortgage, encumber or otherwise dispose of the Premises, the Rents and Profits or the Intangible

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Personalty or any part thereof or any interest therein or engage in subordinate financing with respect thereto during the term of this Mortgage without the prior written consent of the Agent.

2.13 Compliance with Law. The Mortgagor will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities in respect of the ownership of the Premises (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls) to the extent required by the Credit Agreement.

2.14 Inspection. Except as otherwise permitted in the Credit Agreement, the Mortgagor will permit the Agent, or its agents, at all reasonable times and with advance prior notice to enter and pass through or over the Premises for the purpose of inspecting same; provided, however, so long as no Event of Default has occurred and is continuing inspections shall be at reasonable times during the Mortgagor's normal business hours.

2.15 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement, encumbering each and every item of Fixtures and Tangible Personalty. In furtherance thereof, in order to secure the payment of the Indebtedness, Mortgagor hereby grants to Agent a security interest in all of Mortgagor's right, title and interest in all Fixtures and Tangible Personalty in compliance with the provisions of the UCC. A financing statement or statements reciting this Mortgage to be a security agreement, affecting all of said Fixtures and Tangible Personalty, shall be appropriately filed by Agent. Mortgagor hereby authorizes the Agent to file financing statements in any jurisdiction and with any filing office that the Agent may determine, in its sole discretion, is necessary or advisable to perfect the security interests granted herein. Such financing statements may describe or indicate the collateral to the extent a security interest therein is granted hereby, including without limitation the description "All goods of the debtor that are or are to become fixtures related to the Land, whether now owned or hereafter acquired by Debtor and whether now or hereafter located on the Land" or words of similar import. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and conditions of the security agreement herein contained shall be (i) as prescribed herein or (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at Agent's sole election. The Mortgagor and the Agent agree that the filing of such financing statement(s) in the records normally having to do with personal property shall never be construed as in anywise derogating from or impairing this declaration and hereby stated intention of the Mortgagor and the Agent that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (a) any such item is physically attached to the improvements, (b) serial numbers are used for the better identification of certain items capable of being thus identified in a recital contained herein, or (c) any such item is referred to or reflected in any such financing statement(s) so filed at any time. Similarly, the mention in any such financing statement(s) of the rights in and to (aa) the proceeds of any fire or hazard insurance policy or (bb) any award in eminent domain proceedings for a taking or for loss of value or (cc) the Mortgagor's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Premises, whether pursuant to lease or otherwise, shall never be construed as in anywise altering any of the rights of the Mortgagor or the Agent as determined by this instrument or impugning the priority of the Agent's lien granted hereby or by any other recorded document, but such mention in such financing statement(s) is declared to be for the protection of the Agent in the event any court shall at any time hold with respect to the foregoing (aa) or (bb) or (cc), that notice of the Agent's priority of interest to be effective against a particular class of persons, must be filed in the UCC records, provided, if there is a conflict between the terms of this paragraph and the terms of the Credit Agreement, the Credit Agreement shall govern.



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(b) The Mortgagor warrants that the name and address of the “Debtor” (which is the Mortgagor), are as set forth in the preamble to this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Mortgagor warrants that Mortgagor’s exact legal name is correctly set forth in the preamble of this Mortgage. The Mortgagor agrees to furnish the Agent with notice of any change in the name, identity, corporate structure, residence, principal place of business or mailing address of the Mortgagor within ten (10) days of the effective date of any such change and the Mortgagor will promptly take any action reasonably deemed necessary by the Agent to prevent any filed financing statement from becoming misleading or losing its perfected status.

## ARTICLE III

### Events of Default

An Event of Default shall exist under the terms of this Mortgage upon the occurrence and during the continuance of an Event of Default under the terms of the Credit Agreement.

## ARTICLE IV

### Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the entire balance of the Indebtedness and any other obligations due under the Loan Documents, including all accrued interest, shall, at the option of the Agent, become immediately due and payable. Upon failure to pay the Indebtedness or reimburse any other amounts due under the Loan Documents in full at any stated or accelerated maturity and in addition to all other remedies available to the Agent at law or in equity, the Agent may foreclose the lien of this Mortgage by judicial or non-judicial proceeding in a manner permitted by applicable law. To the extent permitted by applicable law, Mortgagor hereby waives any statutory right of redemption in connection with such foreclosure proceeding.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Credit Agreement (subject to any applicable provisions of applicable law).

## ARTICLE V

### Additional Rights and Remedies of the Agent

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Agent, immediately and without additional notice and without liability therefor to the Mortgagor, except for gross negligence, willful misconduct or unlawful conduct, may do or cause to be done any or all of the following to the extent permitted by applicable law: (a) exercise its right to collect the Rents and Profits; (b) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (c) expend Loan funds and any rents, income and profits derived from the Premises for the 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 the Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (d) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in the Notes, this Mortgage, the Credit Agreement or the other Loan Documents,

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or to aid the execution of any power herein granted; and (e) generally, supervise, manage, and contract with reference to the Premises as if the Agent were the equitable owner of the Premises. Notwithstanding the occurrence of an Event of Default or acceleration of any Loan, the Agent shall continue to have the right to pay money, whether or not Loan funds, for the purposes described in Sections 2.2, 2.6 and 2.8 hereof, and all such sums and interest thereon shall be secured hereby. The Mortgagor also agrees that any of the foregoing rights and remedies of the Agent may be exercised at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and the Agent may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured, until foreclosure and the conveyance of the Premises to the high bidder or until the Credit Agreement is no longer in effect or the Indebtedness is otherwise satisfied or paid in full, whichever occurs first.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, the Agent shall be entitled, without additional notice and without regard to the adequacy of any security for the Indebtedness secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Indebtedness and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when the Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. All costs and expenses (including receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, the Agent shall be entitled to retain possession and control of any cash or other instruments at the time held or payable or deliverable under the terms of this Mortgage to the Agent to the fullest extent permitted by law.

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 the Agent stated anywhere in the Notes, this Mortgage, the Credit Agreement or any of the other Loan Documents, 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, the Notes, the Credit Agreement or any of the other Loan Documents are cumulative and may, at the election of the Agent, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Mortgagor or the 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 to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall 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.

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5.5 Marshalling. The Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by the Agent of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Loan and any other indebtedness secured hereby or to require the Agent to pursue its remedies against any other such assets.

5.6 Protection of Premises. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, the Credit Agreement or any of the other Loan Documents, and such failure continues beyond any applicable grace, notice and cure periods, except in the case of an emergency in which event Agent may act immediately, then Agent may take such actions, including, but not limited to, disbursements of such sums, as Agent in its sole reasonable discretion deems necessary to protect Agent's interest in the Premises.

## 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 permitted assigns. The term "Agent" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6.2 Notices. The method and effectiveness of delivery of all notices, requests and other communications which relate to this Mortgage shall be governed by the terms of the Credit Agreement.

6.3 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.

6.4 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.

6.5 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, except as described in Section 6.7.

6.6 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Premises are located.

6.7 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the provisions of such laws 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 such laws.

### 6.8 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF THE MORTGAGOR AND THE AGENT SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER

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LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN THE AGENT AND THE MORTGAGOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER LOAN DOCUMENTS 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 OR 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.

6.9 WAIVER OF JURY TRIAL. THE AGENT AND THE MORTGAGOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY THE AGENT AND THE MORTGAGOR, AND THE AGENT AND THE MORTGAGOR ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. THE AGENT AND THE MORTGAGOR FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

6.10 Request for Notice. The Mortgagor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to the Mortgagor at the address specified in the preamble of this Mortgage in accordance with Section 6.2 of this Mortgage.

6.11 State Specific Provisions. In the event of any inconsistencies between this Section 6.11 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.11 shall control and be binding:

With respect to the Premises which are located in the State of Illinois, notwithstanding anything contained herein to the contrary, the terms and provisions of this Section 6.11 shall apply.

(a) It is the intention of Mortgagor and Agent that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law, 735 ILCS 15-1101, *et seq.* (the "Act"). If any provision of this Mortgage is inconsistent with any applicable provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

(b) Without in any way limiting or restricting any of Agent's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, Agent shall also have and may exercise any and all rights, remedies, powers and authorities which the

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holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Agent any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Agent under the Act in the absence of said provision, Agent shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Agent, to the extent reimbursable, under Sections 5/15-1510, 5/15-1512, or any other provision of the Act (“Protective Advances”), whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the Indebtedness secured by this Mortgage and by the judgment of foreclosure.

(d) Mortgagor waives, to the extent permitted by law, (i) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Premises, (ii) all rights of redemption (as allowed under Section 15-1601(b) of the Act), valuation, appraisal, homestead, moratorium, exemption, extension, stay of execution, notice of election to mature or declare due the whole of the Indebtedness in the event of foreclosure of the liens hereby created, (iii) all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Illinois pertaining to the rights and remedies of sureties, (iv) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Indebtedness, and (v) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Premises shall be sold in the event of any sale or sales pursuant hereto and to have any of the Premises and/or any other property now or hereafter constituting security for any of the Indebtedness secured hereby marshaled upon any foreclosure of this Mortgage or of any other security for any of said Indebtedness. Agent shall have the right to determine the order in which any or all of the Premises shall be subjected to the remedies provided herein. Agent shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Premises, voluntarily and knowingly hereby acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in the Act) or residential real estate (as defined in the Act).

(e) This Mortgage constitutes a financing statement filed as a fixture filing in the Official Records of the County in which the Premises are situated with respect to any and all fixtures included within the term “Premises” as used herein, and with respect to any goods or other personal property that may now be or hereafter become such fixtures. For purposes of such financing statement, Mortgagor is the “debtor” and Agent is the “secured party”, and their respective mailing addresses are those set out in this Mortgage. Mortgagor grants to Agent a security interest in all existing and future goods which are now or in the future become fixtures relating to the Premises and the proceeds thereof. Mortgagor covenants and agrees that the filing of this Mortgage in the Official Records of the County where the Premises are located shall also operate from the date of such filing as a fixture filing in accordance with Section 9-502 of the Illinois Uniform Commercial Code.

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(f) Mortgagor stipulates, represents, warrants, affirms and agrees that each of the loans and other credit obligations secured hereby constitute (i) a “business loan” within the meaning of Section 205/4(1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended and (ii) a “loan secured by a mortgage on real estate” within the purview and operation of Section 205/4(1)(l) of Chapter 815 of the Illinois Compiled Statutes, as amended.

(g) Any property management agreement for or relating to all or any part of the Premises, whether now in effect or entered into hereafter by Mortgagor or on behalf of Mortgagor, shall contain a subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the Loan Documents any and all mechanic’s lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law, including, without limitation, Illinois Compiled Statutes, Chapter 770, Section 60/1. Such property management agreement or a short form thereof, including such subordination, shall, at Agent’s request, be recorded with the office of the recorder of deeds for the county in which the Premises are located.

(h) COLLATERAL PROTECTION INSURANCE. The following notice is provided pursuant to paragraph (3) of Section 180/10 of Chapter 815 of the Illinois Compiled Statutes (1998): As used herein, “you” means Mortgagor and “we” means Agent. Unless you provide evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

(i) Future Advances: Revolving Credit. Agent is obligated under the terms of the Credit Agreement to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Act. That portion of the Indebtedness which comprises the principal amount then outstanding of the loans constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5(d). Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Credit Agreement, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Agent or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Indebtedness, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Premises are located. The total amount of the Indebtedness may increase or decrease from time to time, but the total unpaid principal balance of the Indebtedness (including disbursements which Agent may make under this Mortgage or any other document or instrument evidencing or securing the Indebtedness, including Protective Advances) at any time outstanding shall not exceed Two Hundred Forty-Two Million and No/100 Dollars (\$242,000,000.00). This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens except taxes and assessments levied on the Premises, to the extent of the maximum amount secured hereby.

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(j) Variable Rate: Additional Interest. The Indebtedness secured by this Mortgage includes, among other things, the obligation to pay interest on the unpaid principal balance of the loans at a variable rate.

(k) Maturity Date. The latest maturity date of the Indebtedness is July 20, 2023.

(l) Forbidden Entity. Mortgagor hereby certifies that it is not a “forbidden entity” as that term is defined in Section 22.6 of the Illinois Deposit of State Moneys Act, 15 ILCS 520/22.6; Public Act 094-0079.

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Property of Cook County Clerk's Office


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

**MORTGAGOR:**

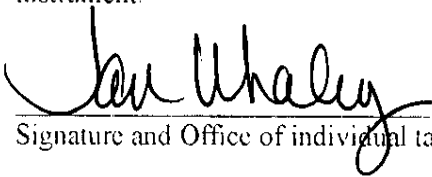
ZUBHA REALTY LP,  
a Delaware limited partnership

By: Zubha Realty GP Inc.,  
a Delaware corporation,  
its General Partner

By:   
Name: Amin Dhanani  
Title: President

STATE OF TEXAS )  
COUNTY OF FT BEND SS.: )

On the 8 day of March in the year 2022 before me, the undersigned, personally appeared Amin Dhanani, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Signature and Office of individual taking acknowledgment





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## Exhibit A

Property Address: 3040 W. 159th St, Markham, IL 60428

### **PARCEL 1:**

LOTS 21 THRU 25, BOTH INCLUSIVE, IN BLOCK 6 IN CROISSANT PARK MARKHAM 8TH ADDITION, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF LOTS 21 THRU 25, BOTH INCLUSIVE IN BLOCK 6 DESCRIBED AS FOLLOWS, USING BEARINGS AND GRID DISTANCES REFERENCED TO ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 (2011) WITH A COMBINED FACTOR OF 0.9999851591:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 25; THENCE SOUTH 89 DEGREES 01 MINUTE 04 SECONDS WEST ALONG THE SOUTH LINE OF SAID BLOCK 6, A DISTANCE OF 132.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21; THENCE NORTH 0 DEGREES 49 MINUTES 34 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 21, A DISTANCE OF 1.50 FEET; THENCE NORTH 89 DEGREES 01 MINUTE 04 SECONDS EAST, 132.26 FEET TO THE EAST LINE OF SAID LOT 25; THENCE SOUTH 0 DEGREES 49 MINUTES 41 SECONDS EAST ALONG SAID EAST LINE, 1.50 FEET TO THE POINT OF BEGINNING. SAID PARCEL ULC0009 CONTAINING 0.005 ACRE, (198 SQUARE FEET), MORE OR LESS.

### **PARCEL 2:**

LOTS 26 THRU 28, BOTH INCLUSIVE, IN BLOCK 6 IN CROISSANT PARK MARKHAM 8TH ADDITION, BEING A SUBDIVISION OF THE SOUTH S 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

### **PARCEL 3:**

A STRIP OF LAND TWENTY FEET (20') WIDE LYING NORTH (N) OF AND ADJACENT TO THE NORTH (N) LINE OF LOTS TWENTY-ONE (21) THRU TWENTY-FIVE (25), BOTH INCLUSIVE, ALL IN BLOCK SIX (6) IN CROISSANT PARK MARKHAM 8TH ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF (S 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTEEN (13), TOWNSHIP THIRTY-SIX NORTH (36 N), RANGE THIRTEEN (13), EAST (E) OF THE THIRD (3RD) PRINCIPAL MERIDIAN, LYING SOUTH (S) OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

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Permanent Index No:

- 28-13-326-028-0000  
(affects Lot 28 of Parcel 2)
- 28-13-326-029-0000  
(affects Lot 27 of Parcel 2)
- 28-13-326-030-0000  
(affects Lot 26 of Parcel 2 and part of Parcel 3)
- 28-13-326-036-0000  
(affects Lot 21 of Parcel 1, part of Parcel 3, and other property)
- 28-13-326-037-0000  
(affects Lot 22 of Parcel 1, part of Parcel 3, and other property)
- 28-13-326-038-0000  
(affects Lot 23 of Parcel 1, part of Parcel 3, and other property)
- 28-13-326-039-0000  
(affects Lot 24 of Parcel 1, part of Parcel 3, and other property)
- 28-13-326-040-0000  
(affects Lot 25 of Parcel 1, part of Parcel 3, and other property)