

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2215319061\*

Doc# 2215319061 Fee \$88.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 06/02/2022 01:17 PM PG: 1 OF 28

The property identified as: PIN: 17-04-329-002-0000

Address:

Street: 700 W. Congress Avenue

Street line 2:

City: Chicago

State: IL

ZIP Code: 60654

Lender: Wells Fargo Bank, National Association

Borrower: ONNI 700 West Chicago LLC

Loan / Mortgage Amount: \$27,150,000.00

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: 31EFE713-3EFB-4210-8154-33452FB81C30

Execution date: 6/1/2022

**UNOFFICIAL COPY****RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association  
10 South Wacker Drive, Suite 3200  
Chicago, IL 60606  
Attention: Gloria Juarez

Loan No. 1021104

(Space Above For Recorder's Use)

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

<b>NAME AND ADDRESS OF MORTGAGOR(S):</b>	ONNI 700 West Chicago LLC 300-550 Robson Street Vancouver, BC V6B 2L7 Attention: Jon Bunyan  Organizational Number: <input type="text"/>
<b>NAME AND ADDRESS OF BORROWER(S):</b>	ONNI 700 West Chicago LLC 300-550 Robson Street Vancouver, BC V6B 2B7 Attention: Jon Bunyan
<b>NAME AND ADDRESS OF ADMINISTRATIVE AGENT:</b>	Wells Fargo Bank, National Association 10 South Wacker Drive, Suite 3200 Chicago, IL 60606 Attention: Gloria Juarez
<b>PROPERTY ADDRESS / ABBREVIATED LEGAL DESCRIPTION:</b>	700 W. Congress Avenue, 60654 Chicago Illinois  Additional legal description on <u>Exhibit A</u> of this document.
<b>ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):</b>	17-04-329-002-0000 17-04-329-003-0000 17-04-329-007-0000

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	17-04-329-009-0000
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**THIS INSTRUMENT COVERS GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY AND SHOULD BE FILED FOR RECORD IN THE REAL PROPERTY RECORDS WHERE MORTGAGES AND DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. THIS INSTRUMENT SHOULD ALSO BE INDEXED AS A UNIFORM COMMERCIAL CODE FINANCING STATEMENT COVERING GOODS THAT ARE OR WILL BECOME FIXTURES ON THE DESCRIBED REAL PROPERTY, THE MAILING ADDRESSES OF THE SECURED PARTY AND THE DEBTOR ARE WITHIN.**

Property of Cook County Clerk's Office

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LOAN NUMBER 1021104

## THIS MORTGAGE SECURES A NOTE WHICH PROVIDES FOR A VARIABLE INTEREST RATE

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

**Term or Maturity Date (exclusive of any renewal or extension rights): [NOTE: THIRTY SIX MONTHS  
FROM CLOSING], 2025**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Security Instrument**"), made as of June 1, 2022, is granted by ONNI 700 West Chicago LLC, a Delaware limited liability company ("**Mortgagor**"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for its benefit and the benefit of those lenders ("**Lenders**") from time to time a party to the Loan Agreement referenced below (collectively with its successors or assigns, "**Mortgagee**") (hereinafter referred to as "**Administrative Agent**"). Administrative Agent is the mortgagee hereunder for indexing purposes by the clerk of court.

#### ARTICLE 1. GRANT

- 1.1 **GRANT.** For the purposes of and upon the terms and conditions in this Security Instrument, Mortgagor irrevocably bargains, conveys, warrants, mortgages, encumbers, transfers, hypothecates, pledges, sells, sets over, assigns and grants a security interest and assigns to Administrative Agent, its successors and assigns, all of that real property located in the County of Cook, State of Illinois, described on Exhibit A attached hereto and made a part hereof, together with the Collateral (as defined herein), all buildings and other improvements, fixtures and equipment now or hereafter located on the real property and all right, title, interest, and privileges of Mortgagor now owned or hereafter acquired in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, licenses and permits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; all buildings and other improvements and fixtures now or hereafter located on the real property, including, but not limited to, all apparatus, equipment and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property ("**Improvements**"); all interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "**Property**"). The listing of specific rights or property shall not be interpreted as a limit of general terms.
- 1.2 **ADDRESS.** The address of the Property is: 700 W. Chicago Avenue 60654, Chicago, Illinois. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Security Instrument on the Property as described on Exhibit A.
- 1.3 **WARRANTY OF TITLE; USE OF PROPERTY.** Mortgagor represents and warrants that Mortgagor lawfully holds and possesses fee simple title absolute to the Property without limitation on the right to convey and encumber, and that this Security Instrument is a first and prior lien on the Property subject only to the Permitted Liens (as defined in the Loan Agreement). Mortgagor further warrants that the Property is not used principally for agricultural or farming purposes, and that the Property is not homestead. Mortgagor covenants to proceed diligently in causing the Property to constitute one or more individual tax parcels, and to ensure that there are no properties included in such tax

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parcel other than the Property. Mortgagor further covenants and agrees that it shall not cause all or any portion of the Property to be replatted or for any lots or boundary lines to be adjusted, changed or altered for either ad valorem tax purposes or otherwise (except for the tax parcel division referred to above), and shall not consent to the assessment of the Property in conjunction with any property other than the Property.

- 1.4 **USE OF PROCEEDS.** Mortgagor represents and warrants to Administrative Agent that the proceeds of the obligations secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligations secured by this Security Instrument constitute (i) a "business loan" as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c), and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of 815 ILCS 205/4(1)(l).

## ARTICLE 2. OBLIGATIONS SECURED

- 2.1 **OBLIGATIONS SECURED.** Mortgagor makes this Security Instrument for the purpose of securing the payment and performance of the following obligations (collectively "**Secured Obligations**"):
- (a) Payment to Lenders of all sums at any time owing with interest thereon, according to the terms of those certain Promissory Notes Secured by Mortgage, each made by Mortgagor (in such capacity, "**Borrower**") and payable to the order of a Lender (as the same may be amended, modified, supplemented or replaced from time to time, collectively, the "**Note**"), in the aggregate principal amount of up to [TWENTY-SEVEN MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$27,150,000)]; and
  - (b) Payment and performance of all covenants and obligations of Mortgagor under this Security Instrument; and
  - (c) Payment and performance of all covenants and obligations on the part of Borrower under that certain Loan Agreement (as the same may be amended, modified, supplemented or replaced from time to time, the "**Loan Agreement**"), dated of even date herewith, by and among Borrower, Administrative Agent, the Lenders and Wells Fargo Bank, National Association, as sole lead arranger and bookrunner, which Loan Agreement provides for the repayment of certain indebtedness that is secured by the Property; and
  - (d) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Administrative Agent or any Lender when such future advance or obligation is evidenced by an instrument in writing, which recites that it is secured by this Security Instrument including any and all advances or disbursements of Administrative Agent or any Lender with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property; and
  - (e) Payment and performance of all obligations of Borrower under or in connection with any "Swap Agreement", as defined in the Loan Agreement, at any time entered into between Borrower and Administrative Agent or any Lender, or any of their respective Affiliates, together with all modifications, extensions, renewals and replacements thereof; and
  - (f) All modifications, extensions, novations and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

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- 2.1 **OBLIGATIONS.** The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations together with all costs of collecting the Secured Obligations.
- 2.2 **INCORPORATION.** All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or the Loan Agreement may permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time.
- 2.3 **MAXIMUM INDEBTEDNESS; FUTURE ADVANCES.** This Security Instrument secures the payment of the entire indebtedness secured hereby; provided, however, that the total amount secured by this Security Instrument (excluding interest, costs, expenses, charges, fees, protective advances and indemnification obligations, all of any type or nature) shall not exceed twice the principal amount of the Loan, plus interest that may have accrued thereon, together with any disbursements made for the payment of taxes, levies or insurance Premiums covered by the lien of this Security Instrument, including interest on all such disbursements. This Security Instrument shall secure not only presently existing indebtedness under the Note, the Loan Agreement or any other Loan Documents (as defined in the Loan Agreement), but also future advances, whether such advances are obligatory or to be made at the option of Administrative Agent, or otherwise, as are made pursuant to the Loan Agreement within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Security Instrument, although there may be no advance made at the time of execution of this Security Instrument and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Security Instrument shall be valid as to all indebtedness including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the real estate is located. The total amount of indebtedness may increase or decrease from time to time, as provided in the Note, and any disbursements which Administrative Agent or any Lender may make under this Security Instrument, the Note, the Loan Agreement or any other document with respect hereto (e.g., for payment of taxes, insurance premiums or other advances to protect Administrative Agent's and Lenders' liens and security interests, as permitted hereby) shall be additional indebtedness secured hereby. This Security Instrument is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

## ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

- 3.1 **ASSIGNMENT.** Mortgagor hereby absolutely and irrevocably assigns and transfers to Administrative Agent all of Mortgagor's right, title and interest in, to and under: (a) all present and future leases, subleases, licenses or occupancy agreements of the Property or any portion thereof, and all other agreements of any kind relating to the management, leasing, operation, use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date hereof ("**Leases**"); and (b) the rents, revenue, income, receipts, reserves, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases, and including any and all amounts due and owing to Mortgagor under that certain Lease Option Agreement dated November 29, 2021, between TREH 700 W. CHICAGO VENTURE, LLC, a Delaware limited liability company (predecessor in interest to Mortgagor) and BALLY'S CORPORATION, a Delaware corporation collectively, ("**Payments**"). The term "Leases", as referred to herein, shall also include all subleases and other

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agreements for the use or occupancy of the Property, options, rights of first refusal or guarantees of and security for the tenant's performance thereunder, the right to exercise any landlord's liens and other remedies to which the landlord is entitled, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder. This assignment is intended to be and constitutes a present, unconditional and absolute assignment, not an assignment for security purposes only, and Administrative Agent's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Property.

- 3.2 **GRANT OF LICENSE.** Administrative Agent confers upon Mortgagor a revocable license ("License") to collect and retain the Payments as they become due and payable, until the occurrence of a Default (as hereinafter defined). Upon a Default, the License shall be automatically revoked and Administrative Agent may collect and apply the Payments pursuant to that certain Section hereof entitled Application of Other Sums without notice and without taking possession of the Property. All payments thereafter collected by Mortgagor shall be held by Mortgagor as trustee under a constructive trust for the benefit of Administrative Agent and Lenders. Mortgagor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by Administrative Agent for the payment to Administrative Agent of any rentals or other sums which may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the tenants from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Administrative Agent. Administrative Agent may apply, in its sole discretion, any Payments so collected by Administrative Agent against any Secured Obligation under the Loan Documents (as defined in the Loan Agreement), whether existing on the date hereof or hereafter arising. Collection of any Payments by Administrative Agent shall not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice.
- 3.3 **EFFECT OF ASSIGNMENT.** The foregoing irrevocable assignment shall not cause Administrative Agent or any Lender to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or any other parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee or other person; or (d) responsible for or under any duty to produce rents or profits. Administrative Agent and Lenders shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise or failure to exercise by Administrative Agent or any Lender, or any of their respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Administrative Agent or Lenders hereunder; or (ii) the failure or refusal of Administrative Agent or any Lender to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.
- 3.4 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants that Mortgagor has delivered to Administrative Agent a true, accurate and complete list of all Leases, and that, except as disclosed to Administrative Agent in writing prior to the date hereof, (a) all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent or other payment under any existing Lease has been paid by any tenant for more than one (1) month in advance of its accrual, and payment thereof has not otherwise been forgiven, discounted or compromised; and (c) none of the landlord's interests under any of the Leases has been transferred or assigned.
- 3.5 **COVENANTS.** Mortgagor covenants and agrees, at Mortgagor's sole cost and expense, to: (a) perform all of the obligations of landlord contained in the Leases and enforce by all available

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remedies performance by the tenants of the obligations of the tenants contained in the Leases to the extent commercially reasonable and in the ordinary course of business; (b) give Administrative Agent prompt written notice of any default which occurs with respect to any of the commercial Leases, whether the default be that of the tenant or of the landlord; (c) exercise Mortgagor's commercially reasonable efforts to keep all portions of the Property that are currently subject to Leases leased at all times at rentals not less than the fair market rental value or such other commercially reasonable rates as Borrower deems advisable and otherwise in accordance with the Loan Agreement; (d) deliver to Administrative Agent fully executed, counterpart original(s) of each and every commercial Lease and any modifications or amendments thereto if requested to do so; and (e) execute and record such additional assignments of any Lease or specific subordinations (or subordination, attornment and non-disturbance agreements executed by the landlord and any commercial tenant) of any Lease to the Security Instrument, in form and substance acceptable to Administrative Agent, as Administrative Agent may reasonably request. Mortgagor shall not, without Administrative Agent's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (i) enter into any Leases after the date hereof; (ii) execute any other assignment relating to any of the Leases; (iii) discount any rent or other sums due under the Leases, except in the ordinary course of business and on market terms, or collect the same in advance, other than to collect rentals one (1) month in advance of the time when it becomes due under any of the Leases (except that Mortgagor may collect the last month's rental payment in advance for residential Leases to the extent permitted by any residential Lease); (iv) terminate, modify or amend any of the material terms of the commercial Leases or in any manner release or discharge the tenants under any commercial Lease from any material obligations thereunder; (v) consent to any assignment or subletting by any tenant under any commercial Lease except to the extent expressly permitted under the terms of such commercial Lease; or (vi) subordinate or agree to subordinate any of the Leases to any other deed of trust, mortgage, deed to secure debt or encumbrance. Any such attempted amendment, cancellation, modification or other action in violation of the provisions of this Section without the prior written consent of Administrative Agent shall be null and void. Without in any way limiting the requirement of Administrative Agent's consent hereunder, any sums received by Mortgagor in consideration of any termination (or the release or discharge of any tenant), modification or amendment of any Lease shall be applied to reduce the outstanding Secured Obligations in accordance with the terms of the Loan Agreement and any such sums received by Mortgagor shall be held in trust by Mortgagor for such purpose.

- 3.6 **ESTOPPEL CERTIFICATES.** Within thirty (30) days after written request by Administrative Agent, Mortgagor shall request and use commercially reasonable efforts to obtain and, if obtained, shall deliver to Administrative Agent and to any party designated by Administrative Agent estoppel certificates executed by Mortgagor and by each of the commercial tenants, in recordable form, certifying (if such be the case) to certain matters relating to the commercial Leases, including, without limitation: (a) that the foregoing assignment and the Leases are in full force and effect; (b) the date and amount of each tenant's most recent payment of rent and other charges; (c) that there are no uncured defaults, defenses or offsets outstanding, or stating those claimed by Mortgagor or tenants under the foregoing assignment or the Leases, as the case may be; and (d) any other information reasonably requested by Administrative Agent.
- 3.7 **ADMINISTRATIVE AGENT RIGHT TO CURE.** During the existence of a Default, if there exists a default under a Lease or any other contract collaterally assigned by Borrower to Administrative Agent in connection with the Loan, Mortgagor acknowledges and agrees (A) that Administrative Agent may, at its option, with no obligation to do so, take any actions necessary to cure such default including, without limitation, any actions that require Administrative Agent or its designee to enter onto the Property, (B) to indemnify, defend and hold Indemnitees (defined below) harmless in connection with any such action, and (C) any money advanced for any such purpose shall be secured hereby and payable by Mortgagor to Administrative Agent on demand, with interest thereon at the Default Rate from the date such amounts are advanced. Notwithstanding the foregoing, the indemnity obligations under this Section 3.7 shall not apply to any loss or liability



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incurred solely as a result of the gross negligence or willful misconduct of Administrative Agent or any Lender.

## ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

- 4.1 **SECURITY INTEREST.** Mortgagor hereby grants and assigns to Administrative Agent as of the Effective Date (as defined in the Loan Agreement) a security interest, to secure payment and performance of all of the Secured Obligations, in all of Mortgagor's personal property in which Mortgagor now or at any time hereafter has any interest (collectively, the "**Collateral**"), including, without limitation:

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the Property; together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Property; all advance payments of insurance premiums made by Mortgagor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Administrative Agent, whether or not disbursed, all funds deposited with Administrative Agent pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Mortgagor's right, title and interest, now or hereafter acquired, to the payment of money from Administrative Agent or any Lender to Mortgagor under any Swap Agreement; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, it is intended by Mortgagor and Administrative Agent that this Security Instrument constitutes a fixture filing filed with the real estate records of the County of Cook, State of Illinois, under the Uniform Commercial Code, as amended or recodified from time to time, from the state wherein the Property is located ("**UCC**"). For purposes of this fixture filing, the "**Debtor**" is the Mortgagor and the "**Secured Party**" is the Administrative Agent. A description of the land which relates to the fixtures is set forth in Exhibit A attached hereto. Mortgagor is the record owner of such land. The filing of a financing statement covering the Collateral shall not be construed to derogate from or impair the lien or provisions of this Security Instrument with respect to any property

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described herein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in any financing statement shall be construed to alter any of the rights of Administrative Agent under this Security Instrument or the priority of Administrative Agent's lien created hereby, and such financing statement is declared to be for the protection of Administrative Agent in the event any court shall at any time hold that notice of Administrative Agent's priority interest in any property or interests described in this Security Instrument must, in order to be effective against a particular class of persons, including but not limited to the Federal government and any subdivision, agency or entity of the Federal government, be filed in the UCC records.

- 4.2 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants that: (a) Mortgagor has, or will have, good title to the Collateral; (b) Mortgagor has not previously assigned or encumbered (other than pursuant to the Permitted Liens) the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity; and (c) Mortgagor's principal place of business is located at the address set forth on the cover page of this Security Instrument.
- 4.3 **COVENANTS.** Mortgagor agrees: (a) to execute and deliver such documents as Administrative Agent reasonably deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Administrative Agent prior written notice thereof; (c) to cooperate with Administrative Agent in perfecting all security interests granted herein and in obtaining such agreements from third parties as Administrative Agent reasonably deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder; and (d) that Administrative Agent is authorized to file financing statements in the name of Mortgagor to perfect Administrative Agent's security interest in the Collateral.
- 4.4 **RIGHTS OF ADMINISTRATIVE AGENT.** In addition to Administrative Agent's rights as a "**Secured Party**" under the UCC, Administrative Agent may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) give notice to any person of Administrative Agent's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Administrative Agent therein; (c) inspect the Collateral; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral.

Upon the occurrence of a Default (hereinafter defined) under this Security Instrument, then in addition to all of Administrative Agent's rights as a "**Secured Party**" under the UCC or otherwise at law and in addition to Administrative Agent's rights under the Loan Documents:

- (a) Administrative Agent may (i) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Administrative Agent at a place designated by Administrative Agent; (ii) without prior notice, enter upon the Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license or otherwise dispose of any or all of the Collateral, and store the same at locations acceptable to Administrative Agent at Mortgagor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales; and
- (b) Administrative Agent may, for the account of Mortgagor and at Mortgagor's expense: (i) operate, use, consume, sell, lease, license or otherwise dispose of the Collateral as Administrative Agent deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Administrative Agent may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive,

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enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Mortgagor in connection with or on account of any or all of the Collateral; and

- (c) Any proceeds of any disposition of any Collateral may be applied by Administrative Agent to the payment of expenses incurred by Administrative Agent or any Lender in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Administrative Agent toward the payment of the Secured Obligations in such order of application as Administrative Agent may from time to time elect.

Notwithstanding any other provision hereof, Administrative Agent shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Administrative Agent or any Lender unless Mortgagor shall make an express written election of said remedy under the UCC or other applicable law. Mortgagor agrees that Administrative Agent shall have no obligation to process or prepare any Collateral for sale or other disposition. Mortgagor acknowledges and agrees that a disposition of the Collateral in accordance with Administrative Agent's rights and remedies as hereof provided is a disposition thereof in a commercially reasonable manner and that ten (10) days prior notice of such disposition is commercially reasonable notice.

- 4.5 **POWER OF ATTORNEY.** Mortgagor hereby irrevocably appoints Administrative Agent as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Administrative Agent may, without the obligation to do so, in Administrative Agent's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Administrative Agent's security interests and rights in or to any of the Collateral, and, upon the occurrence and during the continuance of a Default hereunder, take any other action required of Mortgagor; provided, however, that Administrative Agent as such attorney-in-fact shall be accountable only for such funds as are actually received by Administrative Agent.

## ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

- 5.1 **PERFORMANCE OF SECURED OBLIGATIONS.** Mortgagor shall promptly pay and perform each Secured Obligation for which it is responsible hereunder or under the Loan Agreement when due. If Mortgagor fails to timely pay or perform any portion of the Secured Obligations (including taxes, assessments and insurance premiums), or if a legal proceeding is commenced that may adversely affect Administrative Agent's and Lenders' rights in the Property, then Administrative Agent may (but is not obligated to), at Mortgagor's expense, take such action as it considers to be necessary to protect the value of the Property and Administrative Agent's and Lenders' rights in the Property, including the retaining of counsel, and any amount so expended by Administrative Agent will be added to the Secured Obligations and will be payable by Mortgagor to Administrative Agent on demand, together with interest thereon from the date of advance until paid at the default rate provided in the Note.
- 5.2 **TAXES AND ASSESSMENTS.** Subject to Mortgagor's rights to contest payment of taxes or assessments as may be provided in the Loan Agreement, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Property or any interest therein. Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Administrative Agent by reason of its interest in any Secured Obligation or in the Property, or by reason of any payment made to Administrative Agent pursuant to any Secured Obligation; provided, however, Mortgagor shall have no obligation to pay taxes which may be imposed from time to time upon Administrative Agent and which are measured by and imposed upon Administrative Agent's net income.

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5.3 **LIENS, ENCUMBRANCES AND CHARGES.** Mortgagor shall immediately discharge all liens, claims and encumbrances not approved by Administrative Agent in writing that has or may attain priority over this Security Instrument. Subject to the provisions of the Loan Agreement regarding Liens (including, without limitation, Mortgagor's right to contest Liens), Mortgagor shall pay when due all obligations secured by, or which may become, liens and encumbrances which shall now or hereafter encumber or appear to encumber all or any part of the Property or Collateral, or any interest therein, whether senior or subordinate hereto.

5.4 **DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS.**

- (a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Mortgagor to Administrative Agent and, at the request of Administrative Agent, shall be paid directly to Administrative Agent: (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (iii) all proceeds of any insurance policies (whether or not expressly required by Administrative Agent to be maintained by Mortgagor, including, but not limited to, earthquake insurance and terrorism insurance, if any) payable by reason of loss sustained to all or any part of the Property or Collateral; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law and Section 5.4(b) and (c) below, Administrative Agent may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in such order and amounts as Administrative Agent in its sole discretion may choose, and/or Administrative Agent may release all or any part of the proceeds to Mortgagor upon any conditions Administrative Agent may impose. Administrative Agent may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Administrative Agent; provided, however, in no event shall Administrative Agent be responsible for any failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by Administrative Agent or its employees or agents.
- (b) Subject to Section 5.4(c) below, Administrative Agent may permit insurance or condemnation proceeds held by Administrative Agent to be used for repair or restoration but may condition such application upon reasonable conditions, including, without limitation: (i) the deposit with Administrative Agent of such additional funds which Administrative Agent determines are needed to pay all costs of the repair or restoration, (including, without limitation, taxes, financing charges, insurance and rent during the repair period); (ii) the establishment of an arrangement for lien releases and disbursement of funds reasonably acceptable to Administrative Agent (the arrangement contained in the Loan Agreement for obtaining lien releases and disbursing loan funds shall be deemed reasonable with respect to disbursement of insurance or condemnation proceeds); (iii) the delivery to Administrative Agent of plans and specifications for the work, a contract for the work signed by a contractor reasonably acceptable to Administrative Agent, a cost breakdown for the work and a payment and performance bond for the work, all of which shall be reasonably acceptable to Administrative Agent; (iv) the repair or restoration work to be done on the Property must be completed on or before the earlier of (A) the date which is nine (9) months following the date of the casualty or condemnation, or (B) the then current Maturity Date (as defined in the Loan Agreement); (v) any such disbursement shall be made in accordance with the disbursement procedures set forth in the Loan Agreement and subject to the conditions thereof; and (vi) the delivery to Administrative Agent of evidence acceptable to Administrative Agent (aa) that after completion of the work the income from the Property will be sufficient to pay all expenses and debt service for the Property; (bb) of the continuation of commercial Leases reasonably acceptable to and

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required by Administrative Agent; (cc) that upon completion of the work, the size, capacity and total value of the Property will be at least as great as it was before the damage or condemnation occurred; (dd) that there has been no material adverse change in the financial condition or credit of Mortgagor and any guarantors since the date of this Security Instrument; and (ee) of the satisfaction of any additional conditions that Administrative Agent may reasonably establish to protect its security. Mortgagor hereby acknowledges that the conditions described above are reasonable, and, if such conditions have not been satisfied within sixty (60) days of receipt by Administrative Agent of such insurance or condemnation proceeds, then Administrative Agent may apply such insurance or condemnation proceeds to pay the Secured Obligations in such order and amounts as Administrative Agent in its sole discretion may choose.

- (c) Notwithstanding the foregoing, (i) in the event of a casualty or condemnation where the insurance or condemnation proceeds payable by reason thereof shall be equal to or less than \$500,000.00 (the "**Threshold Proceeds Amount**"), and provided no Default shall have occurred and be continuing, Borrower shall have the sole and absolute discretion to settle, prosecute and defend any claim, retain the balance of any proceeds made available to Borrower and apply such proceeds to the repair or restoration of the Property and Administrative Agent shall not have any right to participate in any matter relating thereto, and (ii) in the event of a casualty or condemnation where the insurance or condemnation proceeds payable by reason thereof shall be greater than Threshold Proceeds Amount and less than \$2,000,000.00 and provided that no Default shall have occurred and be continuing, Administrative Agent shall, after applying all or any of such proceeds it receives to its expenses in settling, prosecuting or defending any claim, make the balance of such proceeds available to Borrower subject to and upon satisfaction of the conditions set forth in Section 5.4(b) to be used for the repair or restoration of the Property, and (iii) in the event of a casualty or condemnation where the insurance proceeds payable by reason thereof are equal to or greater than \$2,000,000.00, Administrative Agent may, at its election, (x) subject to and upon satisfaction of the conditions set forth in Section 5.4(b), and provided no Default shall have occurred and be continuing, make all or any of such proceeds available for the repair or restoration of the Property, or (y) apply all or any of such proceeds it receives to its expenses in settling, prosecuting or defending any claim and apply the balance to the Secured Obligations (as defined in the Security Instrument) in such order and amounts as Administrative Agent in its sole discretion may choose.

- 5.5 **MAINTENANCE AND PRESERVATION OF THE PROPERTY.** Subject to the provisions of the Loan Agreement, Mortgagor covenants: (a) to insure the Property and Collateral against such risks required under the Loan Agreement and any commercially reasonable supplemental insurance provisions or requirements provided to Mortgagor by Administrative Agent, and at Administrative Agent's request, to provide evidence of such insurance to Administrative Agent, and to comply with the requirements of any insurance companies providing such insurance; (b) to keep the Property and Collateral in good condition and repair; (c) not to remove or demolish the Property or Collateral or any part thereof and not to alter or add to the Property or Collateral, except (i) for improvements and alterations (including, without limitation, tenant improvements) required or permitted to be made pursuant to any Leases entered into in accordance with the Loan Documents, (ii) sales of obsolete, worn out or unusable fixtures or personal property which are replaced in the ordinary course, (iii) as required by any applicable legal requirement or (iv) as otherwise contemplated by or permitted under the Loan Agreement; (d) to complete or restore promptly and in good and workmanlike manner the Property and Collateral, or any part thereof which may be damaged or destroyed, without regard to whether Administrative Agent elects to require that insurance proceeds be used to reduce the Secured Obligations (unless Administrative Agent is obligated to disburse such insurance proceeds hereunder but fails to do so) as provided in that certain Section hereof entitled Damages, Insurance and Condemnation Proceeds; (e) to comply with all laws, ordinances, regulations and standards, and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Property or Collateral and

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pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; and (f) not to commit or permit material physical waste of the Property or Collateral.

- 5.6 **DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS.** At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof and the rights and powers of Administrative Agent hereunder against all adverse claims. Mortgagor shall give Administrative Agent prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any material damage to the Property or Collateral and of any condemnation offer or action with respect to the Property or Collateral.
- 5.7 **ACTIONS BY ADMINISTRATIVE AGENT.** From time to time, without affecting the personal liability of any person for payment of any indebtedness or performance of any obligations secured hereby, Administrative Agent, without liability therefor and without notice, may: (a) release all or any part of the Property from this Security Instrument; (b) consent to the making of any map or plat thereof; and (c) join in any grant of easement thereon, any declaration of covenants and restrictions, or any extension agreement or any agreement subordinating the lien or charge of this Security Instrument.
- 5.8 **DUE ON SALE; ENCUMBRANCE.** Except for a Permitted Transfer (as defined in the Loan Agreement), if the Property or any interest therein or if any direct or indirect ownership interest in Mortgagor shall be sold, under contract to sell, transferred, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, or if there shall be any change in the management of the Property or Mortgagor, in each case without the prior written consent of Administrative Agent or as expressly permitted by or in accordance with the Loan Agreement **THEN** Administrative Agent, in its sole discretion, may at anytime thereafter declare all Secured Obligations immediately due and payable.
- 5.9 **INTENTIONALLY OMITTED.**
- 5.10 **RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY.** Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Property and Collateral or in any manner obligated under the Secured Obligations ("**Interested Parties**"), Administrative Agent may, from time to time and without notice to Mortgagor or Borrower (i) release any person or entity from liability for the payment or performance of any Secured Obligation; (ii) take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation; or (iii) accept additional security or release all or a portion of the Property and Collateral and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of and security interests created by this Security Instrument upon the Property, the Collateral or any other security provided herein or in the other Loan Documents.
- 5.11 **SUBROGATION.** Administrative Agent shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Administrative Agent and Lenders pursuant to the Loan Documents or by the proceeds of any loan secured by this Security Instrument.
- 5.12 **RIGHT OF INSPECTION.** Administrative Agent, its agents, representatives and employees, may enter any part of the Property at any reasonable time for the purpose of inspecting the Property and Collateral and ascertaining Mortgagor's compliance with the terms hereof and the other Loan Documents.

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- 5.13 **COMMUNITY FACILITIES DISTRICT.** Without obtaining the prior written consent of Administrative Agent, Mortgagor shall not consent to, or vote in favor of, the inclusion of all or any part of the Property in any assessment district, improvement district, community facilities district, special district, special improvement district, governmental district or other similar district (any such district, a "**Special Assessment District**"). Mortgagor shall promptly give notice to Administrative Agent of any notification or advice that Mortgagor may receive from any municipality or other third party of any intent or proposal to include all or any part of the Property in a Special Assessment District. Administrative Agent shall have the right to file a written objection to the inclusion of all or any part of the Property in a Special Assessment District, either in its own name or in the name of Mortgagor, and to appear at, and participate in, any hearing with respect to the formation of any such district.

## ARTICLE 6. DEFAULT PROVISIONS

- 6.1 **DEFAULT.** For all purposes hereof, the term "**Default**" shall mean the occurrence of any Default (as defined in the Loan Agreement).
- 6.2 **RIGHTS AND REMEDIES.** At any time after Default, Administrative Agent shall have each and every one of the following rights and remedies in addition to Administrative Agent's rights under the other Loan Documents or under any Swap Agreement between Borrower and Administrative Agent or any Lender:
- (a) With or without notice, to declare all Secured Obligations (other than Swap Agreements) immediately due and payable.
  - (b) Pursuant to the terms of a Swap Agreement between Borrower and Administrative Agent or any Lender, terminate such Swap Agreement.
  - (c) With or without notice, and without releasing Mortgagor or Borrower from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or Default of Mortgagor or Borrower and, in connection therewith, to enter upon the Property and do such acts and things as Administrative Agent deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Security Instrument or the rights or powers of Administrative Agent under this Security Instrument; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Administrative Agent, is or may be senior in priority to this Security Instrument, the judgment of Administrative Agent being conclusive as between the parties hereto; (iii) to obtain insurance and to pay any premiums or charges with respect to insurance required to be carried under this Security Instrument; or (iv) to employ counsel, accountants, contractors and other appropriate persons.
  - (d) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a deed of trust or mortgage or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations.
  - (e) To the extent this Security Instrument may encumber more than one property, the Administrative Agent at its sole option shall have the right to foreclose any one property or to foreclose en masse. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness to the decree for sale all costs, fees and expenses described in that certain Section hereof entitled Payment of Costs, Expenses and Attorney's Fees which may be paid or incurred by or on behalf of Administrative Agent to

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prosecute such suit, and such other costs and fees including, but not limited to, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, accounting fees, brokerage commissions, costs of whatever nature or kind to protect and avoid impairment of the Property, and other related costs and fees as shall be necessary.

- (f) To apply to a court of competent jurisdiction for and obtain ex parte appointment of a receiver of the Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Mortgagor hereby consents to such ex parte appointment and waives notice of any hearing or proceeding for such appointment.
- (g) To enter upon, possess, control, lease, manage and operate the Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Property, to make, terminate, enforce or modify Leases of the Property upon such terms and conditions as Administrative Agent deems proper, to make repairs, alterations and improvements to the Property as necessary, in Administrative Agent's sole judgment, to protect or enhance the security hereof.
- (h) To execute a written notice of such Default and of its election to cause the Property to be sold to satisfy the Secured Obligations. As a condition precedent to any such sale, Administrative Agent shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Administrative Agent, without notice to or demand upon Mortgagor except as required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Administrative Agent in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Mortgagor nor any other person or entity other than Administrative Agent shall have the right to direct the order in which the Property is sold. Subject to requirements and limits imposed by law, Administrative Agent may from time to time postpone sale of all or any portion of the Property by public announcement at such time and place of sale. Administrative Agent shall deliver to the purchaser at such sale a deed conveying the Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Mortgagor or Administrative Agent may purchase at the sale.
- (i) To resort to and realize upon the security hereunder and any other security now or later held by Administrative Agent and Lenders concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Administrative Agent determines in its sole discretion.
- (j) Upon sale of the Property at any foreclosure sale, Administrative Agent may credit bid (as determined by Administrative Agent in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, to the extent permitted by law, Administrative Agent may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Property as such appraisals may be discounted or adjusted by Administrative Agent in its sole and absolute underwriting discretion; (ii) expenses and costs incurred by Administrative Agent with respect to the Property prior to foreclosure; (iii) expenses and costs which Administrative Agent anticipates will be incurred with respect to the Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Property prior to resale, costs



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of resale (e.g. commissions, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Administrative Agent; (iv) declining trends in real property values generally and with respect to properties similar to the Property; (v) anticipated discounts upon resale of the Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Administrative Agent (in its sole and absolute discretion) deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (w) Administrative Agent is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Administrative Agent any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Administrative Agent's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Administrative Agent; and (z) Administrative Agent's credit bid may be (at Administrative Agent's sole and absolute discretion) higher or lower than any appraised value of the Property.

- (k) Upon the completion of any foreclosure of all or a portion of the Property, commence an action to recover any of the Secured Obligations that remains unpaid or unsatisfied.
- (l) Exercise any and all remedies at law, equity, or under the Note, Security Instrument or other Loan Documents for such Default.

6.3 **APPLICATION OF FORECLOSURE SALE PROCEEDS.** Except as may be otherwise required by applicable law, after deducting all costs, fees and expenses of Administrative Agent, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied: (a) to payment of all sums expended by Administrative Agent under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.

6.4 **APPLICATION OF OTHER SUMS.** All sums received by Administrative Agent under this Security Instrument other than those described in that certain Section hereof entitled Rights and Remedies or that certain Section hereof entitled Grant of License, less all costs and expenses incurred by Administrative Agent or any receiver, including, without limitation, attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Administrative Agent shall determine in its sole discretion; provided, however, Administrative Agent shall have no liability for funds not actually received by Administrative Agent.

6.5 **NO CURE OR WAIVER.** Neither Administrative Agent's nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Administrative Agent or any receiver shall cure or waive any breach, Default or notice of default under this Security Instrument, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Mortgagor has cured all other defaults), or limit or impair the status of the security, or prejudice Administrative Agent in the exercise of any right or remedy, or be construed as an affirmation by Administrative Agent of any tenancy, lease or option or a subordination of the lien of or security interests created by this Security Instrument.

6.6 **PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES.** Mortgagor agrees to pay to Administrative Agent immediately and without demand all costs and expenses of any kind incurred

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by Administrative Agent pursuant to this Article (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not, including, without limitation, at trial, on appeal or in any bankruptcy or other proceeding, or not and the costs of any appraisals obtained in connection with a determination of the fair value of the Property) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein or as allowed by applicable law. In addition, Mortgagor will pay the costs and fees for title searches, sale guarantees, publication costs, appraisal reports or environmental assessments made in preparation for and in the conduct of any such proceedings or suit. All of the foregoing amounts must be paid to Administrative Agent as part of any reinstatement tendered hereunder. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Administrative Agent.

- 6.7 **POWER TO FILE NOTICES AND CURE DEFAULTS.** Mortgagor hereby irrevocably appoints Administrative Agent and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices that Administrative Agent deems appropriate to protect Administrative Agent's and Lenders' interests, (b) upon the issuance of a deed pursuant to the foreclosure of the lien of this Security Instrument or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment or further assurance with respect to the Property and Collateral, Leases and Payments in favor of the grantee of any such deed, as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Administrative Agent's and Lenders' security interests and rights in or to any of the Property and Collateral, and (d) upon the occurrence and during the continuance of an event, act or omission which, with notice or passage of time or both, would constitute a Default, Administrative Agent may perform any obligation of Mortgagor hereunder; provided, however, that: (i) Administrative Agent as such attorney-in-fact shall only be accountable for such funds as are actually received by Administrative Agent, and (ii) Administrative Agent shall not be liable to Mortgagor or any other person or entity for any failure to act (whether such failure constitutes negligence) by Administrative Agent under this Section. Furthermore, the Mortgagor hereby authorizes Administrative Agent and its agents or counsel to file financing statements that indicate the collateral (i) as all assets of the Mortgagor or words of similar effect or (ii) as being of an equal, greater or lesser scope, or with greater or lesser detail, than as set forth in this Security Agreement and/or this Security Instrument, on behalf of the Mortgagor.

**REMEDIES CUMULATIVE.** All rights and remedies of Administrative Agent provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically that of foreclosure of this instrument as though it were a mortgage) or in any other agreements between Mortgagor and Administrative Agent. No failure on the part of Administrative Agent to exercise any of its rights hereunder arising upon any Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Default. No delay on the part of Administrative Agent in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Default is continuing. Administrative Agent may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Secured Obligations after its due date, Administrative Agent shall not waive the agreement contained herein that time is of the essence, nor shall Administrative Agent waive either its right to require prompt payment or performance when due of the remainder of the Secured Obligations or its right to consider the failure to so pay or perform a Default.

## **ARTICLE 7. ACKNOWLEDGEMENT REGARDING ANY SUPPORTED QFCs.**

To the extent that the Loan Documents or any Other Related Document provide support, through a guarantee or otherwise, for a Swap Agreement or any other agreement or instrument that is a QFC (as hereinafter defined) (such support, "**QFC Credit Support**") and each such QFC a

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**“Supported QFC”**), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the **“U.S. Special Resolution Regimes”**) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents, any Other Related Document and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

- (a) In the event a Covered Entity (as hereinafter defined) that is party to a Supported QFC (each, a **“Covered Party”**) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate (as hereinafter defined) of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights (as hereinafter defined) under the Loan Documents or any Other Related Document that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents, or any Other Related Document, were governed by the laws of the United States or a state of the United States.
- (b) As used in this Article, the following terms have the following meanings:
- (i) **“BHC Act Affiliate”** of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.
- (ii) **“Covered Entity”** means any of the following:
- (A) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
- (B) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
- (C) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
- (iii) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.
- (iv) **“QFC”** has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

## ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 **NOTICES.** All notices, demands, or other communications under this Security Instrument and the other Loan Documents shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to

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this Security Instrument). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of Default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) Business Days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Mortgagor:	ONNI 700 West Chicago LLC 200-1010 Seymour Street Vancouver, BC V6B 3M6 Attention: Jon Bunyan
With a copy to:	Katten Muchin Rosenman LLP 525 W. Monroe Street Chicago, IL 60661 Attention: Brian M. Spangler
Administrative Agent:	Wells Fargo Bank, National Association 22 Adelaide Street West Suite 2200 Toronto, Ontario, M5C 1X3 Attention: Zachary White Loan No. 1021104
With a copy to:	Wells Fargo Bank, National Association 10 South Wacker Drive, Suite 3200 Chicago, IL 60606 Attention: Gloria Juarez Loan No. 1021104
With a copy to:	Wells Fargo Bank, National Association Minneapolis Loan Center 600 South 4th Street 8th Floor Minneapolis, MN 55415 MAC N9300-085 Attention: Hillary Grodsky Loan No. 1021104

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove. Mortgagor shall forward to Administrative Agent, without delay, any notices, letters or other communications delivered to the Property or to Mortgagor naming Administrative Agent or any similar designation as addressee, or which could reasonably be deemed to affect the ability of Mortgagor to perform its obligations to Administrative Agent and Lenders under the Loan Documents.

- 8.2 **ATTORNEYS' FEES AND EXPENSES; ENFORCEMENT.** If the Note is placed with an attorney for collection or if an attorney is engaged by Administrative Agent to exercise rights or remedies or otherwise take actions to collect thereunder or under any other Loan Document, or if suit be instituted for collection, reinforcement of rights and remedies, then in all events, Mortgagor agrees to pay to Administrative Agent all reasonable costs of collection, exercise of remedies or rights or other assertion of claims, including, but not limited to, reasonable attorneys' fees, whether or not court proceedings are instituted, and, where instituted, whether in district court, appellate court, or

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bankruptcy court. In the event of any legal proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Administrative Agent.

- 8.3 **NO WAIVER.** No previous waiver and no failure or delay by Administrative Agent in acting with respect to the terms of the Note or this Security Instrument shall constitute a waiver of any breach, default, or failure of condition under the Note, this Security Instrument or the obligations secured thereby. A waiver of any term of the Note, this Security Instrument or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.
- 8.4 **SEVERABILITY.** If any provision or obligation under this Security Instrument shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed severed from this Security Instrument and the validity, legality and enforceability of the remaining provisions or obligations shall remain in full force as though the invalid, illegal, or unenforceable provision had never been a part of this Security Instrument.
- 8.5 **HEIRS, SUCCESSORS AND ASSIGNS.** Except as otherwise expressly provided under the terms and conditions herein, the terms of this Security Instrument shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto, including, without limitation, subsequent owners of the Property or any part thereof; provided, however, that this Section does not waive or modify the provisions of that certain Section entitled Due on Sale or Encumbrance.
- 8.6 **ATTORNEY-IN-FACT.** Mortgagor hereby irrevocably appoints and authorizes Administrative Agent as Mortgagor's attorney-in-fact, which agency is coupled with an interest, and as such attorney-in-fact Administrative Agent may, without the obligation to do so, execute and/or record in Administrative Agent's or Mortgagor's name any notices, instruments or documents that Administrative Agent deems appropriate to protect Administrative Agent's interest under any of the Loan Documents.
- 8.7 **TIME.** Time is of the essence of each and every term herein.
- 8.8 **GOVERNING LAW AND CONSENT TO JURISDICTION.** With respect to matters relating to the creation, perfection and procedures relating to the enforcement of the liens created pursuant to this Security Instrument, this Security Instrument shall be governed by, and construed in accordance with, the laws of Illinois, it being understood that, except as expressly set forth above in this paragraph and to the fullest extent permitted by the laws of Illinois, the laws of Illinois shall govern any and all matters, claims, controversies or disputes arising under or related to this Security Instrument, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties relating to this Security Instrument, the Loan Agreement and the other Loan Documents and all of the indebtedness or obligations arising thereunder or hereunder. Mortgagor and Mortgagee hereby consent to the jurisdiction of any federal or state court within Illinois having proper venue and also consent to service of process by any means authorized by Illinois or federal law.
- 8.9 **JOINT AND SEVERAL LIABILITY.** The liability of all persons and entities obligated in any manner hereunder and under any of the Loan Documents shall be joint and several.
- 8.10 **HEADINGS.** All article, section or other headings appearing in this Security Instrument are for convenience of reference only and shall be disregarded in construing this Security Instrument.
- 8.11 **COUNTERPARTS.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on

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each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

- 8.12 **POWERS OF ATTORNEY.** The powers of attorney granted by Mortgagor to Administrative Agent in this Security Instrument shall be unaffected by the disability of the principal so long as any portion of the Loan remains unpaid or unperformed or any obligation under or in connection with a Swap Agreement between Borrower and Administrative Agent or any Lender remains unpaid or unperformed. Administrative Agent shall have no obligation to exercise any of the foregoing rights and powers in any event. Administrative Agent hereby discloses that it may exercise the foregoing powers of attorney for Administrative Agent's and Lenders' benefit, and such authority need not be exercised for Borrower's best interest.
- 8.13 **DEFINED TERMS.** Unless otherwise defined herein, capitalized terms used in this Security Instrument shall have the meanings attributed to such terms in the Loan Agreement.
- 8.14 **RULES OF CONSTRUCTION.** The word "**Borrower**" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The term "person" as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Security Instrument is executed by more than one person, the term "**Mortgagor**" shall include all such persons. The word "**Administrative Agent**" as used herein shall include Administrative Agent, its successors, assigns and affiliates. The term "**Property**" and "**Collateral**" means all and any part of the Property and Collateral, respectively, and any interest in the Property and Collateral, respectively.
- 8.15 **USE OF SINGULAR AND PLURAL; GENDER.** When the identity of the parties or other circumstances make it appropriate, the singular number includes the plural, and the masculine gender includes the feminine and/or neuter.
- 8.16 **EXHIBITS, SCHEDULES AND RIDERS.** All exhibits, schedules, riders and other items attached hereto are incorporated into this Security Instrument by such attachment for all purposes.
- 8.17 **INCONSISTENCIES.** In the event of any inconsistencies between the terms of this Security Instrument and the terms of the Loan Agreement or Note, including without limitation, provisions regarding collection and application of Property revenue, required insurance, tax impounds, and transfers of the Property, the terms of the Loan Agreement or Note, as applicable, shall prevail.
- 8.18 **MERGER.** No merger shall occur as a result of Administrative Agent's acquiring any other estate in, or any other lien on, the Property unless Administrative Agent consents to a merger in writing and in accordance with the terms of the Loan Agreement.
- 8.19 **WAIVER OF MARSHALLING RIGHTS.** Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Property and Collateral, hereby waives all rights to have the Property and Collateral and/or any other property, which is now or later may be security for any Secured Obligation marshalled upon any foreclosure of the lien of this Security Instrument or on a foreclosure of any other lien or security interest against any security for any of the Secured Obligations. Administrative Agent shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property and any or all of the Collateral or other property as a whole or in separate parcels, in any order that Administrative Agent may designate.

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- 8.20 **ADVERTISING.** In connection with the Loan, Mortgagor hereby agrees that Wells Fargo & Company and its subsidiaries ("**Wells Fargo**") may publicly identify details of the Loan in Wells Fargo advertising and public communications of all kinds, including, but not limited to, press releases, direct mail, newspapers, magazines, journals, e-mail, or internet advertising or communications. Such details may include the name of the Property, the address of the Property, the amount of the Loan, the date of the closing and a description of the size/location of the Property.
- 8.21 **SUBORDINATION OF PROPERTY MANAGER'S LIEN.** Any property management agreement for the Property entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Property shall be subject and subordinate to the lien of this Security Instrument and shall provide that Administrative Agent may terminate such agreement at any time after the occurrence of a Default hereunder. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Administrative Agent, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Security Instrument.
- 8.22 **INTEGRATION; INTERPRETATION.** The Loan Documents contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent in writing. The Loan Documents grant further rights to Administrative Agent and Lenders and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Security Instrument and to the Property and Collateral and such further rights and agreements are incorporated herein by this reference. Where Mortgagor and Borrower are not the same, "**Mortgagor**" means the owner of the Property in any provision dealing with the Property, "**Borrower**" means the obligor in any provision dealing with the Secured Obligations.
- 8.23 **ILLINOIS MORTGAGE FORECLOSURE LAW.** It is the intention of Mortgagor and Administrative Agent that the enforcement of the terms and provisions of this Security Instrument shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "Act"), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:
- (a) Administrative Agent shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, to the extent permitted by applicable law, Administrative Agent shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference. If any provision in this Security Instrument shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Security Instrument, but shall not invalidate or render unenforceable any other provision of this Security Instrument that can be construed in a manner consistent with the Act. If any provision of this Security Instrument shall grant to Administrative Agent (including Administrative Agent acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of that certain Section hereof entitled Rights and Remedies of this Security Instrument any powers, rights or remedies prior to, upon or following the occurrence of a Default which are more limited than the powers, rights or remedies that would otherwise be vested in Administrative Agent or in such receiver under the Act in the absence of said provision, Administrative Agent and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Administrative Agent which are of

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the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated specifically in this Security Instrument, shall be added to the indebtedness secured hereby and/or by the judgment of foreclosure.

- (b) Wherever provision is made in this Security Instrument or the Loan Agreement for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Administrative Agent, or to confer authority upon Administrative Agent to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control the use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Administrative Agent shall continue in Administrative Agent as judgment creditor or mortgagee until confirmation of sale.
- (c) In addition to any provision of this Security Instrument authorizing Administrative Agent to take or be placed in possession of the Property, or for the appointment of a receiver, during the existence of a Default Administrative Agent shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in the possession of the Property or at its request to have a receiver appointed, and such receiver, or Administrative Agent, if and when placed in possession, shall have, in addition to any other powers provided in this Security Instrument, all rights, powers, immunities, and duties and provisions for in Sections 15-1701 and 15-1703 of the Act.
- (d) Mortgagor acknowledges that the Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.
- (e) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Section 5/15-1601 of the Act or other applicable law or replacement statutes.

8.24 **COLLATERAL PROTECTION ACT.** Pursuant to the terms of the Collateral Protection Act, 815 ILCS 180/1 et seq., Mortgagor is hereby notified that unless Mortgagor provides Administrative Agent with evidence of the insurance coverage required by the Loan Documents, Administrative Agent may purchase insurance at Mortgagor's expense to protect Administrative Agent's interests in the Property, which insurance may, but need not, protect the interests of Mortgagor. The coverage purchased by Administrative Agent may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Administrative Agent, but only after providing Administrative Agent with evidence that Mortgagor has obtained the insurance as required hereunder. If Administrative Agent purchases insurance for the Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed 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 the Secured Obligations. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

*[Remainder of Page Intentionally Left Blank.]*



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IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Security Instrument as of the date set forth above.

"MORTGAGOR"

ONNI 700 WEST CHICAGO LLC,  
a Delaware limited liability company

By:   
Name: Sam Parrotta  
Its: Authorized Signatory

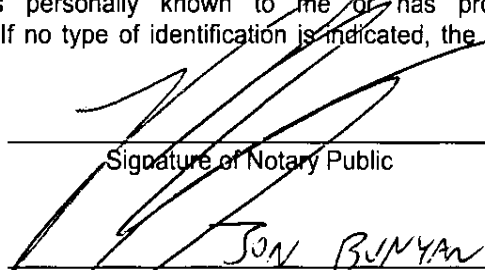
Property of Cook County Clerk's Office

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PROVINCE  
STATE OF BRITISH COLUMBIA  
CITY  
COUNTY OF VANCOUVER ) ss.:

The foregoing instrument was acknowledged before me this 26 day of MAY, 2022, by Sam Parrotta, as the Authorized Signatory of ONNI 700 WEST CHICAGO LLC, a Delaware limited liability company. The above-named person is personally known to me or has produced N/A as identification. If no type of identification is indicated, the above-named person is personally known to me.

  
\_\_\_\_\_  
Signature of Notary Public  
JON BUNYAN  
\_\_\_\_\_  
Print Name of Notary Public

Jon Bunyan  
Barrister & Solicitor  
Onni Group  
200 - 1010 Seymour Street  
[Notary Seal: Vancouver, B.C., V6B 3M6  
T: (604) 602 - 7711

PROVINCE  
I am a Notary Public of the State of BRITISH COLUMBIA  
and my commission expires on N/A.

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## EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of [\_\_\_\_], 2022, executed by ONNI 700 West Chicago LLC, a Delaware limited liability company, as Mortgagor, in favor of Wells Fargo Bank, National Association, as Administrative Agent for its benefit and the benefit of the Lenders, as Beneficiary.

The Land referred to herein is situated in the State of Illinois, County of Cook, City of Chicago and described as follows:

### Parcel 1:

That part of Lots 1 and 2 in Block 99 of Elston's Addition to Chicago in Cook County, Illinois, and accretions thereto situated in the West 1/2 of the Southwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows, to wit:

Beginning at the intersection of the Northerly extension of the East Line of Said Lot 2 and the South face of the concrete retaining wall along the South side of the North Branch of the Chicago River; thence Southerly along said extension and along the East Line of said Lot 2 to a point 90 feet Northerly, measured at right angles from the center line of Chicago Avenue, as said Chicago Avenue was originally located and established; thence Westerly parallel to said center line of Chicago Avenue to a point 90 feet Easterly measured at right angles from the center line of Halsted Street, as said street was originally located and established; thence Northerly parallel to said center line of Halsted Street a distance of 365 feet; thence Westerly at right angles a distance of 28.5 feet more or less, to the Southeast corner of that certain parcel of Land conveyed by the Chicago and Northwestern Railway Company to the City of Chicago by deed dated June 27, 1949 and recorded January 31, 1950 as document number 14725713; thence Northerly along the East Line of said parcel conveyed to the City of Chicago by said deed aforesaid, to the South face of the concrete retaining wall along the South side of the North Branch of the Chicago River; thence Easterly along the South face of said wall, to the point of beginning, in Cook County, Illinois.

### Parcel 2:

That part of Lots 1 and 2 in Block 99 of Elston's Addition to Chicago in Cook County, Illinois, in the West 1/2 of the Southwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows, to wit:

Beginning at the intersection of the East Line of Lot 2 with the Northerly line of Chicago Avenue, as said Avenue is now located and established; thence Westerly along the Northerly line of Chicago Avenue, as said Avenue is now located and established, a distance of 185.09 feet; thence Northwestwesterly along a line forming an angle of 129 degrees; measured counterclockwise from the last described course, to the Easterly line of Halsted Street, as said street is now located and established; thence Northerly along said Easterly line of Halsted Street 365 feet, more or less, to the Southwestwesterly corner of that certain parcel of Land conveyed by the Chicago and Northwestern Railway Company to the City of Chicago by deed dated June 27, 1949 and recorded January 31, 1950 as document number 14725713; thence Easterly along the South line of said parcel of Land so conveyed by deed dated June 27, 1949 and recorded January 31, 1950 as document number 14725713, and the same extended Easterly a distance of 57 feet; thence Southerly parallel to said Easterly line of Halsted Street to a point distant 90 feet Northerly measured at right angles to said center line of Chicago Avenue; thence Easterly parallel to the Northerly line of Chicago Avenue, as said avenue is now located and established, a distance of 168 feet to the East Line of said Lot 2; thence Southerly along said East Line of Lot 2 a distance of 50 feet, more or less, to the point of beginning, in Cook County, Illinois.

### Parcel 3:

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Lots 3, 4 and 5 in Block 99 in Elston Addition to Chicago, and accretions thereto lying North of said Lots and South of the South face of the concrete retaining wall along the South side of the North Branch of the Chicago River, in the West 1/2 of the Southwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, (excepting from the above described premises the South 7 feet of said Lots taken or used for widening of Chicago Avenue), in Cook County, Illinois.

Parcel 4:

Lots 6, 7 and 8 in Block 99 in Elston's Addition to Chicago and accretions thereto lying Northeasterly of said Lots and Southwesterly of the Southwesterly face of the concrete retaining wall along the Southwesterly side of the North Branch of the Chicago River, in the West 1/2 of the Southwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian (excepting therefrom the South 7 feet of said Lots taken or used for widening of Chicago Avenue) and (excepting therefrom that part of Lot 8 in Block 99 aforesaid, lying Easterly of the Westerly face of the concrete retaining wall along the Westerly side of the North Branch of the Chicago River), in Cook County, Illinois.

ADDRESS: 700 and 710 West Chicago Avenue, Chicago, Illinois 60654

PERMANENT INDEX NUMBERS:

17-04-329-002-0000  
17-04-329-003-0000  
17-04-329-007-0000  
17-04-329-009-0000

NAI-1530431524v4