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## Illinois Anti-Predatory Lending Database Program

Doc#: 2220039037 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 07/19/2022 08:54 AM Pg: 1 of 41

### Certificate of Exemption



**Report Mortgage Fraud**  
**844-768-1713**

The property identified as: **PIN: 03-27-401-287-0000**

**Address:**

**Street:** 1 Randhurst Village Drive

**Street line 2:**

**City:** Mount Prospect

**State:** IL

**ZIP Code:** 60056

**Lender:** Wells Fargo Bank, National Association

**Borrower:** MCR MT Prospect LLC

**Loan / Mortgage Amount:** \$370,000,000.00

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

**Certificate number:** E167F996-1EB7-42A2-B69D-32D30A1509B6

**Execution date:** 7/8/2022

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**PREPARED BY:**

Jones Day  
 1221 Peachtree St., NE, Suite 400  
 Atlanta, Georgia 30361  
 Attn: Richard Rosenblatt

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

Wells Fargo Bank, National Association  
 1808 Aston Avenue, Suite 250  
 Carlsbad, CA 92008  
 Attention: Loan Administration  
 Loan No. 77129

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(Space Above For Recorder's Use)

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

<b>NAME AND ADDRESS OF MORTGAGOR(S):</b>	MCR MT PROSPECT LLC c/o MCR Hotels 1503 LBJ Freeway Suite 300 Dallas, Texas 75234 Attn: CFO and General Counsel  Organizational Number: DE 6511202
<b>NAME AND ADDRESS OF ADMINISTRATIVE AGENT:</b>	Wells Fargo Bank, National Association 1808 Aston Avenue, Suite 250 Carlsbad, CA 92008 Attention: Loan Administration Loan #: 77129
<b>PROPERTY ADDRESS / ABBREVIATED LEGAL DESCRIPTION:</b>	1 Randhurst Village Drive, Mount Prospect, IL 60056  Additional legal description on Exhibit A of this document.

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**THIS SECURITY 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 ON REAL ESTATE ARE RECORDED.**

**THIS SECURITY 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.**

**THIS SECURITY INSTRUMENT SECURES FUTURE ADVANCES.**

**THIS SECURITY INSTRUMENT SECURES ONE OR MORE NOTES WHICH PROVIDES FOR A VARIABLE INTEREST RATE.**

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TERM OR MATURITY DATE: JULY 8, 2025, SUBJECT TO EXTENSION IN ACCORDANCE WITH THE LOAN AGREEMENT (AS DEFINED HEREIN) TO A DATE NO LATER THAN JULY 8, 2027.

Property of Cook County Clerk's Office

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

THIS MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Security Instrument**"), made as of July 8, 2022, is granted by MCR MT PROSPECT LLC, a Delaware limited liability company ("**Mortgagor**"), for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent (collectively with its successors or assigns, "**Administrative Agent**") for its benefit and the benefit of the Lenders (as defined in the Loan Agreement (as hereinafter defined)). Administrative Agent is the mortgagee hereunder for indexing purposes by the clerk of court.

### RECITALS

- A. Pursuant to the terms of that certain Loan Agreement dated of even date herewith by and among Mortgagor and those entities shown on Schedule 1 attached hereto and made a part hereof (individually and collectively, as the context may suggest or require, "**Borrower**") Administrative Agent and Lenders party thereto (as the same may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, "**Loan Agreement**"), Lenders have agreed to loan to Borrower the aggregate principal sum of THREE HUNDRED SEVENTY MILLION AND NO/100THS DOLLARS (\$370,000,000.00) ("**Loan**") for the purposes specified in the Loan Agreement. Capitalized terms used and not otherwise defined herein, have the meanings given to such terms in the Loan Agreement.
- B. The Loan Agreement provides that the Loan shall be evidenced by one or more promissory notes dated as of the date hereof, executed by Borrower payable to the order of each Lender in the aggregate principal amount of the Loan (as each may be amended, restated, amended and restated, modified, supplemented or replaced from time to time, the "**Note**"). The Loan is further evidenced and secured by certain other documents described in the Loan Agreement as Loan Documents.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into the operative provisions of this Security Instrument by reference and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

### ARTICLE 1. GRANT IN TRUST

- 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, for itself and the benefit of the Lenders and their successors and assigns, WITH MORTGAGE COVENANTS, all of that real property located in the City of Mount Prospect, County of Cook, 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,

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easements, estates, tenements, hereditaments, privileges, rights and rights of way appurtenant or related thereto; any and all rights of Mortgagor, as a declarant, under any covenants, conditions and restrictions now or hereafter pertaining to the real property described on Exhibit A, provided, however, that Administrative Agent shall have no liability under any such declarant's rights unless and until Administrative Agent forecloses on the real property; all buildings and other improvements and fixtures now or hereafter located on the real property, including, but not limited to, the hotel located on the real property, 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 rents, income, receipts, revenues, issues and profits of and from said real property, whether the same are attributable to or collected before or after any Default (as hereinafter defined); any and all governmental or quasi-governmental licenses, permits or approvals which relate to the development, use or operation of or otherwise relate to said real property, all awards and payments, including interest thereon, resulting from any public or private condemnation or taking of, casualty or injury to, or decrease in the value of, any of the property interests encumbered hereby; all water and water rights, wells and well rights, canals and canal rights, ditch and ditch rights and reservoirs and reservoir rights appurtenant to or associated with said real property, whether decreed or undecreed, tributary, non-tributary, or not non-tributary, surface or underground, or appropriated or unappropriated, and together with any and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any such rights; and all rights under any condominium declaration and in and to any joint use cost sharing agreement for recreational facilities or other facilities affecting the real property; 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. TO HAVE AND TO HOLD the above granted and described Property, together with the Collateral (as hereinafter defined) and all the rights, easements, profits and appurtenances and other property described above, together with all proceeds, products, replacements, additions, substitutions and renewals to or of any or all of the foregoing belonging unto and to the use and benefit of Administrative Agent and its successors and assigns, forever, to secure payment by the Mortgagor to Administrative Agent and Lenders of the Secured Obligations at the time and in the manner provided for its payment in the Note and the Loan Agreement; PROVIDED, HOWEVER, these presents are upon the express condition that, if Lenders shall be well and truly paid the Secured Obligations at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument, Administrative Agent shall execute and deliver to Mortgagor at Mortgagor's cost, an appropriate release and discharge of this Security Instrument in form to be recorded.

- 1.2 **ADDRESS.** The address of the Property (if known) is: 1 Randhurst Village Drive, Mount Prospect, IL 60056. 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 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, in each case subject only to Permitted Liens. Mortgagor further warrants that the Property is not used principally for agricultural or farming purposes, and that the Property is not homestead property and that all of the Property constitutes a separate tax lot or lots independent of any other land or improvements not constituting a part of the Property and no other land or improvements is assessed and taxed together with any portion of the Property. Mortgagor further covenants and agrees that, unless expressly permitted pursuant to the Loan Agreement, it shall not cause all or

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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, and shall not consent to the assessment of the Property in more than one tax parcel or in conjunction with any property other than the Property.

- 1.4 **USE OF PROCEEDS.** Mortgagor represents and warrants to Administrative Agent and Lenders 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 a business loan.

## ARTICLE 2. OBLIGATIONS SECURED

- 2.1 **OBLIGATIONS SECURED.** Mortgagor makes this Security Instrument for the purpose of securing the payment and performance of the Obligations (as defined in the Loan Agreement), including, without limitation, the following (collectively "**Secured Obligations**"):

- (a) Payment to Lenders of all sums at any time owing with interest thereon, according to the terms of the Note; and
- (b) Payment and performance of all covenants and obligations on the part of Borrower under that certain Loan Agreement; and
- (c) Payment and performance of all covenants and obligations of Mortgagor under this Security Instrument and the other Loan Documents; and
- (d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Security Instrument; and
- (e) 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 and Lenders, 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 and/or Lenders with respect to the Property for the payment of taxes, assessments, insurance premiums or costs incurred for the protection of the Property; and
- (f) Payment and performance of all covenants and 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 in connection with the Loan, together with all modifications, extensions, renewals and replacements thereof; and
- (g) 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.

- 2.2 **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.

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- 2.3 **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.
- 2.4 **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.

## ARTICLE 3. ASSIGNMENT OF LEASES AND RENTS

- 3.1 **ASSIGNMENT.** Mortgagor hereby absolutely and irrevocably assigns and transfers to Administrative Agent, for its self and for the benefit of the Lenders, 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, including, without limitation, that certain Lease Agreement dated as of October 5, 2017 by and between Mortgagor, as landlord, and MCR Mt Prospect LLC, a Delaware limited liability company, as tenant (as the same may be amended, restated, amended and restated, supplemented, renewed, replaced, or otherwise modified from time to time, the "**Operating Lease**"), 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 ("**Payments**"). The term "Leases", as referred to herein, shall also include all subleases and other 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, and, to the fullest extent permitted by law, without any commencement of a foreclosure or appointment of a receiver.
- 3.2 **GRANT OF LICENSE.** Administrative Agent confers upon Mortgagor a revocable (as provided herein) license ("**License**") to collect and retain the Payments as they become due and payable, unless and until a Default exists. Upon a Default, the License shall be revoked upon written notice from the Administrative Agent and Administrative Agent may collect and apply the Payments pursuant to Section 6.4 without notice and without taking possession of the Property, and further without any commencement of a foreclosure or appointment of a receiver. 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



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the Leases, at any time following delivery of a notice to such tenants that a Default has occurred and is continuing, 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, in accordance with the terms of the Loan Documents. 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. Furthermore, upon any Default and revocation of the License as aforesaid, Administrative Agent shall be entitled to receive and Mortgagor covenants to deliver immediately to Administrative Agent, upon demand, any and all Payments theretofore collected by Mortgagor which remain in the possession or control of Mortgagor, whether or not commingled with other funds of Mortgagor, and to the extent such Payments have not been delivered, the Payments shall be held in trust for Administrative Agent and Lenders.

- 3.3 **EFFECT OF ASSIGNMENT.** The foregoing irrevocable assignment shall not cause Administrative Agent to be (except following a foreclosure by Administrative Agent and/or Lenders): (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. Neither Administrative Agent nor the Lenders shall be 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 of its employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Administrative Agent hereunder; or (ii) the failure or refusal of Administrative Agent to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.
- 3.4 **INTENTIONALLY OMITTED.**
- 3.5 **INTENTIONALLY OMITTED.**
- 3.6 **INTENTIONALLY OMITTED.**
- 3.7 **ADMINISTRATIVE AGENT RIGHT TO CURE.** If there exists a Default or a default under a Lease or any other contract collaterally assigned by Mortgagor to Administrative Agent in connection with the Loan, Mortgagor acknowledges and agrees (in each case subject to the terms of the Loan Agreement): (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 in accordance with the Loan Agreement.

## ARTICLE 4. SECURITY AGREEMENT AND FIXTURE FILING

- 4.1 **SECURITY INTEREST.** Mortgagor hereby grants and assigns to Administrative Agent, for itself and for the benefit of the Lenders, as of the Effective Date (as defined in the Loan Agreement) a



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security interest, to secure payment and performance of all of the Secured Obligations, in all of the following 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, issues, security deposits and profits of the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, contracts (including, without limitation, property management agreements, hotel management agreements (including the Management Agreement (as defined in the Loan Agreement)), leasing agreements, architects' agreements, construction agreements, and acquisition agreements), licenses, agreements, general intangibles, payment intangibles, software, judgments, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letters 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 paid 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 and/or any Lender to Mortgagor under any Swap Agreement; all beds, mattresses, bedside tables, party tables, coffee tables, end tables, desks, desk chairs, lounge chairs, dressers, chests, mirrors, pictures, lamps and lampshades, ottomans, sofas, love seats, murphy beds, sofa beds, radios, television sets and all other items of furniture, furnishings, equipment and personal property (of whatever kind or nature) used in the operation of the Property; all desks, chairs, tables, counters, lamps and other lobby furniture and furnishings and equipment located within the Property; all desks, chairs, filing cabinets, office equipment, typewriters, calculators, reservations systems, surveillance and security systems, computers, printers, facsimile machines, safe deposit boxes and other office furniture, furnishings and equipment relating to the operation of the Property or offered as services and/or amenities to guests or invitees of the Property; all stoves, refrigerators, ovens, grills, steamers, steam tables, fryers, dishwashers, preparation tables, slicers, grinders, ice cream machines and freezers, racks, tables and chairs, bars, bar equipment and supplies, pots, pans, tableware, silverware, glassware, linens, video equipment, lecterns, microphones, amplifiers, public address systems and other items of every kind and nature whatsoever used or useful in connection with the kitchens, restaurants, bars, lounges, conference rooms,

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auditoriums, and other public areas located within the Property; all lounges, chairs, umbrellas, tables, pool equipment and other items of every kind and nature whatsoever used or useful in connection with the pool and recreation areas upon the Property; all telephone equipment within the Property or any of the foregoing; all of the rights and interest of Mortgagor in and under all management agreements, franchise and license agreements (to the extent assignable), swap, derivative, foreign exchange or hedge transaction or arrangement (or similar transaction or arrangement howsoever described or defined), including, without limitation, any Swap Agreement; all leasing agreements affecting all or any portion of the Property; all of the rights of Mortgagor under any agreement pursuant to which Mortgagor acquired all or any portion of the Property; all of the rights and interest of Mortgagor in and to those accounts that have been (or may hereafter be) established with Administrative Agent (or any other financial institution); all of the rights and interest of Mortgagor in and to any Swap Agreement that may have been (or may hereafter be) entered into by Mortgagor; all of the rights and interest of Mortgagor in and to any letter of credit now or hereafter delivered to Administrative Agent in connection with the Secured Obligations; all rents, room, revenues, issues, profits and income generated from the operation of the Property; all rights of Mortgagor as lessee under all chattel leases relating to furniture, fixtures, equipment or any other item used in connection with the operation of the Property or any portion thereof; 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 Cook County, 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 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 the Collateral subject to Permitted Liens, and no financing statement covering any of the Collateral has been delivered by Mortgagor 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 as of the Effective Date.
- 4.3 **COVENANTS.** Mortgagor agrees: (a) to execute and deliver such documents as Administrative Agent deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and the jurisdiction in which it is organized and/or registered without

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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 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 subject to the terms of the Loan Agreement; (c) inspect the Collateral subject to the rights of tenants, and, so long as no Default exists, upon reasonable notice to Mortgagor; and (d) endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral subject to the terms of the Loan Agreement.

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, 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 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 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

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heretofore provided is a disposition thereof in a commercially reasonable manner and that ten (10) Business 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 Property and the Collateral, and, upon 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 or the Lenders.

## ARTICLE 5. RIGHTS AND DUTIES OF THE PARTIES

- 5.1 **PERFORMANCE OF SECURED OBLIGATIONS.** Subject to the terms of the Loan Agreement, 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) in violation of the Loan Agreement (subject to Mortgagor's rights to contest as set forth in the Loan Agreement), or if a legal proceeding is commenced that may adversely affect Administrative Agent's rights in the Property and such legal proceeding is not expressly permitted pursuant to the terms of the Loan Agreement, 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 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, in accordance with the terms of the Loan Agreement.
- 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.
- 5.3 **LIENS, ENCUMBRANCES AND CHARGES.** Other than Permitted Liens, 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 or otherwise contest the same in accordance with the terms of the Loan Agreement. Subject to the section of the Loan Agreement entitled "Right of Contest," 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 **Intentionally Omitted.**

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- 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 as Administrative Agent may require as set forth in the Loan Agreement and any 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 (or cause the applicable tenant 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, not to alter, restore or add to the Property or Collateral and not to initiate or acquiesce in any change in any zoning or other land classification which affects the Property without Administrative Agent's prior written consent or as provided in 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 Lender elects to require that insurance proceeds be used to reduce the Secured Obligations as provided in the Loan Agreement; (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 pertain to acts committed or conditions existing thereon, including, without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (f) not to commit or permit waste of the Property or Collateral; and (g) to do all other acts which from the character or use of the Property or Collateral may be reasonably necessary to maintain and preserve its value.
- 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 Lender 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 **COMPENSATION; EXCULPATION; INDEMNIFICATION.**
- (a) Administrative Agent and Lenders shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of (i) the exercise of the rights, remedies or powers granted to Administrative Agent in this Security Instrument; (ii) the failure or refusal of Administrative Agent to perform or discharge any obligation or liability of Mortgagor under any agreement related to the Property or Collateral or under this Security Instrument; or (iii) any loss sustained by Mortgagor or any third party resulting from Administrative Agent's failure (whether by malfeasance, nonfeasance or refusal to act) to lease the Property after a Default (hereinafter defined) or from any other act or omission (regardless of whether same constitutes negligence) of Administrative Agent in managing the Property after a Default unless the loss is caused by the gross negligence or willful misconduct of Administrative Agent and no such liability shall be asserted against or imposed upon



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Administrative Agent, and all such liability is hereby expressly waived and released by Mortgagor.

- (b) **MORTGAGOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS INDEMNITEES (AS HEREINAFTER DEFINED) FOR, FROM AND AGAINST ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS, AND LEGAL EXPENSES OR OTHER EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES), COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER EXPENSES WHICH ANY INDEMNITEE MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF: (i) BY REASON OF THIS SECURITY INSTRUMENT; (ii) BY REASON OF THE EXECUTION OF THIS SECURITY INSTRUMENT OR IN PERFORMANCE OF ANY ACT REQUIRED OR PERMITTED HEREUNDER OR BY LAW; (iii) AS A RESULT OF ANY FAILURE OF MORTGAGOR TO PERFORM MORTGAGOR'S OBLIGATIONS; OR (iv) BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING ON ANY INDEMNITEE'S PART TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS CONTAINED IN ANY OTHER DOCUMENT RELATED TO THE PROPERTY; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MORTGAGOR HAVE ANY OBLIGATION TO ANY INDEMNITEE TO THE EXTENT ANY LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS, AND LEGAL EXPENSES OR OTHER EXPENSES ARISE DIRECTLY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNITEE (AS APPLICABLE), AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL, NON-APPEALABLE JUDGMENT. THE ABOVE OBLIGATION OF MORTGAGOR TO INDEMNIFY AND HOLD HARMLESS INDEMNITEES SHALL SURVIVE THE CANCELLATION OF THE SECURED OBLIGATIONS AND THE RECONVEYANCE, RELEASE OR SATISFACTION OR PARTIAL RECONVEYANCE, RELEASE OR SATISFACTION OF THIS SECURITY INSTRUMENT. FOR THE PURPOSES HEREOF, "INDEMNITEES" SHALL MEAN ADMINISTRATIVE AGENT, LENDERS, ADMINISTRATIVE AGENT AND LENDERS' PARENTS, SUBSIDIARIES AND AFFILIATES, ANY HOLDER OF OR PARTICIPANT IN THE LOAN, AND EACH OF THEIR RESPECTIVE DIRECTORS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING.**
- (c) Mortgagor shall pay all amounts and indebtedness arising under this Section within ten (10) Business Days after written demand by Administrative Agent together with interest thereon as set forth in the Loan Agreement.

5.9 **DUE ON SALE; ENCUMBRANCE**. If a Prohibited Property Transfer or Prohibited Equity Transfer (each as defined in the Loan Agreement) occurs without the prior written consent of Administrative Agent, **THEN** Administrative Agent, in its sole discretion, may at any time thereafter declare all Obligations immediately due and payable.

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 (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

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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 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, subject to the rights of tenants, and, so long as no Default exists, on prior written notice to Mortgagor.
- 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 a "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:
- (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 and/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 either Administrative Agent, is or may be senior in priority to this Security



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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 Section 6.6 which may be paid or incurred by or on behalf of Administrative Agent to 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 the 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 of a receiver 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. Administrative Agent may also take possession of any and all Payments that may previously have been collected by or on behalf of Mortgagor and that remain in the possession or control of Mortgagor, whether or not commingled with other funds of Mortgagor, and together with any bank of similar accounts in which such Payments may be deposited or held.
- (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

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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 concurrently or successively and in one or several consolidated or independent judicial actions, 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 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 or the terms of the Loan Agreement, 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

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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 in accordance with the terms of the Loan Agreement; (b) to payment of all other Secured Obligations; (c) if the Mezzanine Loan is then outstanding, to Mezzanine Lender and (d) the remainder, if any, to Mortgagor.

- 6.4 **APPLICATION OF OTHER SUMS.** Except as set forth in the Loan Agreement, all sums received by Administrative Agent under this Security Instrument other than those described in Section 6.2 or Section 3.2, 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 or the Lenders.
- 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 Mortgagor or Borrower, as applicable, 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 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) in accordance with the terms of the Loan Agreement. 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 sale in accordance with the terms of the Loan Agreement. 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 of cessation of labor, commencement or completion of construction of the Improvements or any other notices that Administrative Agent deems appropriate to protect Administrative Agent's interest, (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) intentionally omitted, and (d) upon the occurrence and during the continuance of 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

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Agent or Lender; 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.

- 6.8 **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. MISCELLANEOUS PROVISIONS

- 7.1 **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 this Security Instrument). All notices, demands or other communications shall be considered as properly given if delivered: (a) personally; (b) sent by first class United States Postal Service mail, postage prepaid, except that notice of Default may be sent by certified mail, return receipt requested; or (c) by Overnight Express Mail or by overnight commercial courier service, charges prepaid. Notices so sent shall be effective three (3) Business Days after mailing, if mailed by first class mail, and otherwise upon receipt; 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. In addition to the foregoing, notices may be delivered by electronic mail (other than notices of default); provided that such notice is also sent by one of the other methods set forth in this Section 7.1. For purposes of notice, the address of the parties shall be:

Mortgagor:	MCR Mt Prospect LLC c/o MCR Hotels 1503 LBJ Freeway Suite 300 Dallas, Texas 75234 Attn: CFO and General Counsel
With a copy to:	Fried, Frank, Harris, Shriver & Jacobson LLP One New York Plaza New York, New York 10004 Attention: Patrick Dowd, Esq.
Administrative Agent:	Wells Fargo Bank, National Association 1808 Aston Avenue, Suite 250 Carlsbad, CA 92008

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	Attention: Loan Administration Loan #: 77129
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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.

- 7.2 **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, attorneys' fees, whether or not court proceedings are instituted, and, where instituted, whether in district court, appellate court, or 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.
- 7.3 **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.
- 7.4 **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.
- 7.5 **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 Section 5.9.
- 7.6 **INTENTIONALLY OMITTED.**
- 7.7 **TIME.** Time is of the essence of each and every term herein.
- 7.8 **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 New York, the laws of New York 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 hereby consents to the jurisdiction of any federal or state court within New York having



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proper venue and also consent to service of process by any means authorized by New York or federal law.

- 7.9 **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.
- 7.10 **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.
- 7.11 **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 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.
- 7.12 **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 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 benefit, and such authority need not be exercised for Borrower's best interest.
- 7.13 **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.
- 7.14 **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.
- 7.15 **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.
- 7.16 **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. Additionally, the terms and conditions of the Note and the Loan Agreement are incorporated herein by reference.
- 7.17 **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

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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.

- 7.18 **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.
- 7.19 **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.
- 7.20 **INTENTIONALLY OMITTED**.
- 7.21 **INTENTIONALLY OMITTED**.
- 7.22 **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 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.
- 7.23 **SAVINGS PROVISION**. The parties hereto recognize and acknowledge that Mortgagor or other Borrowers may from time to time have advanced to it under the Loan an aggregate principal amount in excess of the borrowing that would otherwise be supported by collateral encumbered under this Security Instrument. The Loan has been established in the manner provided for in the Loan Agreement and each Security Instrument (and with the possible result referred to in the foregoing sentence) at the express request of, and to accommodate the administrative and operation requirements of Mortgagor and the other Borrowers. It is the intent of Mortgagor, each of the other Borrowers and Administrative Agent that Mortgagor's maximum obligation hereunder shall equal, but not exceed, the maximum amount which would not otherwise cause the obligations of Mortgagor hereunder (or any other obligations of Mortgagor to Administrative Agent) to be avoidable or unenforceable against Mortgagor in any proceeding as a result of applicable law, including without limitation, (a) the Bankruptcy Code and (b) any state fraudulent transfer or fraudulent conveyance act or statute applied in such proceeding, whether by virtue of Section 544 of the Bankruptcy Code or otherwise. The applicable laws under which the possible avoidance or unenforceability of the obligations of Mortgagor hereunder (or any other obligations of Mortgagor to Administrative Agent) shall be determined in any such proceeding are referred to as the "**Avoidance Provisions**." Accordingly, to the extent that the obligations of Mortgagor hereunder would otherwise be subject to avoidance under the Avoidance Provisions, the maximum Secured Obligations for which Mortgagor shall be liable hereunder shall be reduced to that amount which,



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as of the time any of the Secured Obligations are deemed to have been incurred under the Avoidance Provisions, would not cause the obligations of any Mortgagor hereunder (or any other obligations of Mortgagor to Administrative Agent), to be subject to avoidance under the Avoidance Provisions. This Section 7.23 is intended solely to preserve the rights of Administrative Agent to the maximum extent that would not cause the obligations of Mortgagor be subject to avoidance under the Avoidance Provisions, and neither Mortgagor, nor any of the other Borrowers nor any other Person shall have any right or claim under this Section as against Administrative Agent that would not otherwise be available to such Person under the Avoidance Provisions.

7.24 **COBORROWER PROVISIONS.** The terms and provisions of Section 14.33 of the Loan Agreement are hereby incorporated herein by reference.

7.25 **MULTIPLE SECURITY INSTRUMENTS.** Mortgagor hereby acknowledges that this Security Instrument is being executed concurrently with other mortgages and/or deeds of trust which also secure the Secured Obligations by encumbering separate real property located both within and outside of the State of Illinois. Mortgagor hereby agrees that this Security Instrument and the other instruments (collectively, the "**Instruments**") may be foreclosed in any order and that Administrative Agent shall be under no obligation to confirm any sale under any one of the Instruments before proceeding with foreclosure or the exercise of other remedies under any other Instruments.

7.26 **LAST DOLLARS SECURED.** The parties agree that any payments or repayments of the Indebtedness (as defined in the Loan Agreement) due under or secured by the Loan Documents (the "**Secured Indebtedness**") shall be and be deemed to be applied first to the portion of the Secured Indebtedness that is not secured hereby, if any, it being the parties' intent that the portion of the Secured Indebtedness last remaining unpaid shall be secured hereby.

7.27 **LOCAL LAW PROVISIONS.**

(a) **Inconsistencies.** In the event of any inconsistencies between the terms and conditions of this Section 7.27 and the other terms and conditions of this Security Instrument, the terms and conditions of this Section 7.27 shall control and be binding.

(b) This Security Instrument is given to secure "future advances" as defined and authorized under applicable Illinois statutes, including, without limitation, 205 ILCS 5/5d, 205 ILCS 105/1-6b, 815 ILCS 205/4.1, 735 ILCS 5/15-1207 and 735 ILCS 5/15-1302. Lender is obligated under the terms of the Loan Agreement to make advances upon the satisfaction of certain conditions as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made shall be a lien from the time this Security Instrument is recorded, as provided in Section 15-1302(b)(1) of the Act. Mortgagor covenants and agrees that this Security Instrument shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Loan Agreement, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Lender or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Security Instrument and although there may be no advances made at the time of the execution of this Security Instrument and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Security Instrument shall be valid as to all Secured Obligations, including future advances, from the time of its filing of record in the office of the recorder of deeds of the county in which the Property is located. The total amount of the Secured Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Secured

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Obligations (including disbursements which Lender may make under this Security Instrument or any other document or instrument evidencing or securing the Secured Obligations) at any time outstanding shall not exceed \$1,110,000,000.00. This Security Instrument shall be valid and shall have priority over all subsequent liens and encumbrances, including statutory liens except taxes and assessments levied on the Property, to the extent of the maximum amount secured hereby.

- (c) The Secured Obligations of Mortgagor pursuant to the Note issued under the Loan Agreement, which obligations are secured by this Security Instrument, include, among other things, the obligation to pay interest on the unpaid principal balance of the Loan described in the Loan Agreement, which interest accrues from time to time at a variable rate of interest as provided in the Loan Agreement and the Note issued thereunder.
- (d) Mortgagor represents and warrants to Administrative Agent that the proceeds of the Loan secured hereby shall be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured by this Security Instrument constitutes (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).
- (e) 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 this Security Instrument, 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 secured hereby. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.
- (f) 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 maximum extent permitted by 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

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Instrument shall grant to Administrative Agent (including Administrative Agent acting as a mortgagee in possession) or a receiver, any powers, rights or remedies prior to or upon the occurrence and during the continuance 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, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Security Instrument, shall be added to the Secured Obligations and shall have the benefit of all applicable provisions of the Act.

- (B) Wherever provision is made in this Security Instrument for insurance policies to bear mortgagee clauses or other loss payable clauses or endorsements in favor of Administrative Agent, or to confer authority upon 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) All advances, disbursements and expenditures made or incurred by Administrative Agent before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Security Instrument, or the Loan Agreement or by the Act (collectively "Protective Advances"), shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:
- (i) all advances by Administrative Agent and/or any Lender in accordance with the terms of the Security Instrument or the Loan Agreement to: (i) preserve, maintain, repair, restore or rebuild the improvements upon the Property; (ii) preserve the lien of the Security Instrument or the priority thereof; or (iii) enforce the Security Instrument as referred to in Subsection (b)(5) of Section 15-1302 of the Act;
  - (ii) payments by Administrative Agent and/or any Lender of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (ii) real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (iii) other obligations authorized by the Security Instrument; or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;
  - (iii) advances by Administrative Agent and/or any Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

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- (iv) attorneys' fees and other costs incurred: (A) in connection with the foreclosure of the Security Instrument as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Administrative Agent and/or any Lender for the enforcement of the Security Instrument or arising from the interest of Administrative Agent and/or any Lender hereunder; or (C) in preparation for or in connection with the commencement, prosecution or defense of any other action related to the Security Instrument or the Property;
- (v) Administrative Agent's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 15-1508(b)(1) of the Act;
- (vi) expenses deductible from proceeds of sale as referred to in Section 15-1512(a) and (b) of the Act;
- (vii) expenses incurred and expenditures made by Lender for any one or more of the following: (A) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (B) if Mortgagor's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (C) premiums for casualty and liability insurance paid by Administrative Agent whether or not Administrative Agent or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Property imposed by Section 15-1704(c)(1) of the Act; (D) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (E) payments deemed by Administrative Agent to be required for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (F) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (G) if the loan secured hereby is a construction loan, costs incurred by Administrative Agent for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (H) payments required to be paid by Mortgagor or Administrative Agent pursuant to any lease or other agreement for occupancy of the Property and (I) if the Security Instrument is insured, payment of FHA or private mortgage insurance required to keep such insurance in force.
- (D) This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b)(5) of Section 15 1302 of the Act. All Protective Advances shall, except to the extent, if any, that any of the same is

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clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in:

- (i) any determination of the amount of indebtedness secured by this Security Instrument at any time;
  - (ii) the indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
  - (iii) if right of redemption has not been waived by this Security Instrument, computation of amounts required to redeem, pursuant to Sections 15-1603(d)(2) and 1603(e) of the Act;
  - (iv) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;
  - (v) application of income in the hands of any receiver or mortgagee in possession; and
  - (vi) computation of any deficiency judgment pursuant to Sections 15-1508(b)(2) 15-1508(e) and 15-1511 of the Act.
- (E) 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, 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 Lender, 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.
- (F) Mortgagor acknowledges that the Property does not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.
- (G) 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.
- (H) Mortgagor expressly agrees that for purposes of this Security Instrument and the other Loan Documents: (i) this Security Instrument and the other Loan Documents shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, et seq. (the "Credit Agreement Act"); (ii) the Credit Agreement Act applies to this transaction including, but not limited to, the execution of this Security Instrument and the Note; and (iii) any action on or in any way related to this

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Security Instrument and each other Loan Document shall be governed by the Credit Agreement Act. No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Security Instrument will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

## ARTICLE 8. ACKNOWLEDGMENT 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 "**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 8, 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



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(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).

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## EXHIBIT A - DESCRIPTION OF PROPERTY

Exhibit A to Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing by MCR MT PROSPECT LLC, a Delaware limited liability company ("Mortgagor") for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent for itself and the other Lenders, as mortgagee (collectively with its successors or assigns, "Administrative Agent"), dated July 8, 2022.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF IL, AND IS DESCRIBED AS FOLLOWS:

### PARCEL 1:

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO. 1., BEING A RESUBDIVISION OF LOT ONE ON RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - UNIT NO. 1, RECORDED JULY 24, 1987 AS DOCUMENT NO. 87408581, LYING BELOW AN ELEVATION OF 670.55 (NAVD 88 DATUM), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 320.75 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 186.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.53 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 07 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET

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ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 53 MINUTES 39 SECONDS EAST, A DISTANCE OF 1.94 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 298.50 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 26.50 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 161.50 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 165.50 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 460.00 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 139.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO. 1., BEING A RESUBDIVISION OF LOT ONE ON RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - UNIT NO. 1, RECORDED JULY 24, 1987 AS DOCUMENT NO. 87408581, LYING ABOVE AN ELEVATION OF 670.55 AND BELOW AN ELEVATION OF 691.55 (NAVD 88 DATUM), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 320.75 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.53 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST, AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 1.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 2.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING

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A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 247.97; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 18.67 FEET; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, A DISTANCE OF 100.84 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 59 DEGREES 52 MINUTES 46 SECONDS WEST, A DISTANCE OF 104.42 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 34.56 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 23.35 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 29, AS DEPICTED ON THIS TAX DIVISION PLAT; THENCE SOUTH 29 DEGREES 58 MINUTES 39 SECONDS WEST, ALONG SAID NORTHWESTERLY LINE OF PARCEL 29, A DISTANCE OF 9.45 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 82.59 FEET; THENCE NORTH 74 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 67.03 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 53.93 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 15.17 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 16.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO. 1., BEING A RESUBDIVISION OF LOT ONE ON RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - UNIT NO. 1, RECORDED JULY 24, 1987 AS DOCUMENT NO. 87408581, LYING ABOVE AN ELEVATION OF 691.55 FEET AND BELOW AN ELEVATION OF 726.55 (NAVD 88 DATUM), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 320.75 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 325.11 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.53 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET,

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SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 2.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 244.70 FEET; THENCE NORTH 44 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 81.50 FEET; THENCE SOUTH 45 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 69.44 FEET; THENCE SOUTH 44 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 66.77 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 122.87 FEET; THENCE NORTH 60 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 7.36 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 82.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF LOT 1 IN RANDHURST CENTER RESUBDIVISION - NO. 1., BEING A RESUBDIVISION OF LOT ONE ON RANDHURST CENTER, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 1 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RANDHURST CENTER RESUBDIVISION - UNIT NO. 1, RECORDED JULY 24, 1987 AS DOCUMENT NO. 87408581, LYING ABOVE AN ELEVATION OF 726.55 FEET AND BELOW AN ELEVATION OF 744.55 (NAVD 88 DATUM), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY SOUTHWEST CORNER OF ORIGINAL LOT 1, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 320.75 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 188.76 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 39.92 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 22.66 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 29 DEGREES 12 MINUTES 18 SECONDS EAST AND A LENGTH OF 21.40 FEET TO A POINT OF



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REVERSE CURVE; THENCE NORTHEASTERLY, 30.22 FEET ALONG AN ARC TO LEFT, HAVING A RADIUS OF 325.1 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 59 DEGREES 49 MINUTES 45 SECONDS EAST AND A LENGTH OF 30.21 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 56 DEGREES 27 MINUTES 15 SECONDS EAST, A DISTANCE OF 42.41 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 37.53 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 294.91 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 43 DEGREES 06 MINUTES 11 SECONDS EAST AND A LENGTH OF 37.50 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTH 34 DEGREES 51 MINUTES 03 SECONDS EAST, A DISTANCE OF 72.03 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY, 154.45 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 422.95 FEET, SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 15 DEGREES 01 MINUTES 34 SECONDS EAST AND A LENGTH OF 153.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY AND NORTHEASTERLY, 33.81 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 26.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 41 DEGREES 06 MINUTES 54 SECONDS EAST AND A LENGTH OF 31.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 30 MINUTES 56 SECONDS EAST, A DISTANCE OF 352.49 FEET TO A POINT OF CURVE; THENCE EASTERLY AND SOUTHEASTERLY, 12.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 11.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 71 DEGREES 26 MINUTES 54 SECONDS EAST AND A LENGTH OF 11.81 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY, 20.84 FEET ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 61.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 50 DEGREES 16 MINUTES 17 SECONDS EAST AND A LENGTH OF 20.74 FEET TO A POINT OF NON-TANGENT CURVE; THENCE SOUTH 59 DEGREES 58 MINUTES 01 SECONDS EAST, A DISTANCE OF 51.51 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY, 49.87 FEET LONG AN ARC TO THE LEFT, HAVING A RADIUS OF 67.50 FEET, SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 81 DEGREES 07 MINUTES 54 SECONDS EAST AND A LENGTH OF 48.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 77 DEGREES 42 MINUTES 13 SECONDS EAST, A DISTANCE OF 77.05 FEET; THENCE NORTH 20 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 0.58 FEET; THENCE SOUTH 60 DEGREES 01 MINUTES 21 SECONDS EAST, A DISTANCE OF 28.46 FEET; THENCE NORTH 29 DEGREES 58 MINUTES 39 SECONDS EAST, A DISTANCE OF 134.03 FEET; THENCE NORTH 60 DEGREES 01 MINUTES 21 SECONDS WEST, A DISTANCE OF 65.45 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 50.33 FEET; THENCE SOUTH 29 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 74 DEGREES 45 MINUTES 01 SECONDS WEST, A DISTANCE OF 51.65 FEET; THENCE NORTH 15 DEGREES 14 MINUTES 59 SECONDS WEST, A DISTANCE OF 88.52 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 01 SECONDS EAST, A DISTANCE OF 37.51 FEET; THENCE SOUTH 60 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 61.96 FEET; THENCE SOUTH 15 DEGREES 14 MINUTES 59 SECONDS EAST, A DISTANCE OF 2.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 5:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 4, AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED APRIL 01, 2015 AS DOCUMENT NO. 1509141054, FOR PEDESTRIAN ACCESS TO STAIRWELLS; PEDESTRIAN AND VEHICULAR ACCESS TO THE SERVICE YARD AND EXIT PASSAGEWAY, PEDESTRIAN AND VEHICULAR ACCESS TO HOTEL DROP-OFF AREA; AND EMERGENCY ACCESS OVER AND UPON PORTIONS OF RANDHURST SHOPPING CENTER, DESCRIBED ON EXHIBITS ATTACHED THERETO, IN COOK COUNTY, ILLINOIS.

Property Address: 1 Randhurst Village Drive, Mount Prospect, IL 60056

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PIN: 03-27-401-287-0000, 03-27-401-288-0000, 03-27-401-289-0000 and 03-27-401-290-0000.

Property of Cook County Clerk's Office



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## EXHIBIT B - CROSS-DEFAULT RIDER

1. **ADDITIONAL SECURITY – OBLIGATIONS SECURED BY OTHER SECURITY INSTRUMENT.**  
 In addition to the obligations secured by this Security Instrument and described as “Secured Obligations” herein, this Security Instrument shall also secure the payment and performance of all obligations secured by:
- (a) that certain DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Lehi 2 LLC, a Delaware limited liability company, as Trustor, in favor of First American Title Insurance Company, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
  - (b) that certain DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Lehi 1 LLC, a Delaware limited liability company, as Trustor, in favor of First American Title Insurance Company, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
  - (c) that certain DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Henderson LLC, a Delaware limited liability company, as Trustor, in favor of TRSTE, Inc., a Virginia corporation, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
  - (d) that certain CREDIT LINE DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Fairfax LLC, a Delaware limited liability company, as Trustor, in favor of TRSTE, Inc., a Virginia corporation, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
  - (e) that certain DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Allen LLC, a Delaware limited liability company, as Grantor, in favor of TRSTE, Inc., a Virginia corporation, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
  - (f) that certain DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR BWI Airport LLC, a Delaware limited liability company, as Trustor, in favor of TRSTE, Inc., a Virginia corporation, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
  - (g) that certain DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Denver South LLC, a Delaware limited liability company, as Trustor, in favor of The Public Trustee of the County of Douglas, Colorado, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
  - (h) that certain DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Albuquerque LLC, a Delaware limited liability company, as Trustor, in favor of First American Title Insurance Company, a Nebraska corporation, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;

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- (i) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR New Haven LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (j) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Orlando LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (k) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Champaign 3 LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (l) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Waukegan LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (m) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Indianapolis 1 LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (n) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Champaign 2 LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (o) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Champaign 1 LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (p) that certain CREDIT LINE DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Richmond LLC, a Delaware limited liability company, as Trustor, in favor of TRSTE, Inc., a Virginia corporation, as Trustee, for the benefit of Administrative Agent, as beneficiary, dated July 8, 2022;
- (q) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Indianapolis 2 Sub LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (r) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Peabody LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;

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- (s) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Loveland LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (t) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Cleveland LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (u) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR King of Prussia LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (v) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Allentown LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (w) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Carlisle LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (x) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Langhorne LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (y) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Harrisburg LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (z) that certain OPEN-END MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Warwick LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (aa) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Green Bay LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022;
- (bb) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Milwaukee LLC, a Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022; and
- (cc) that certain MORTGAGE WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING given by MCR Beaufort LLC, a

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Delaware limited liability company, as Mortgagor, for the benefit of Administrative Agent, as mortgagee, dated July 8, 2022.

The instruments referred to in subsections (a) – (cc) above, as the same may be amended, modified, supplemented or replaced from time to time, are each individually, an "**Other Security Instrument**" and collectively, the "**Other Security Instruments**".

2. **ADDITIONAL SECURITY – OBLIGATIONS SECURED BY SECURITY INSTRUMENT.** In addition to the obligations secured by the Other Security Instrument, the Other Security Instrument shall also secure the payment and performance of all obligations secured by this Security Instrument.
3. **DEFAULT – OTHER SECURITY INSTRUMENT.** A Default under the Other Security Instrument, as defined therein, shall, at Administrative Agent's option, constitute a Default under this Security Instrument.
4. **DEFAULT – SECURITY INSTRUMENT.** A Default under this Security Instrument shall, at Administrative Agent's option, constitute a Default under the Other Security Instrument.
5. **WAIVER OF MARSHALLING RIGHTS.** Mortgagor waives all rights to have all or part of the Property and Collateral described in this Security Instrument and/or the Other Security Instrument marshalled upon any foreclosure of this Security Instrument or the Other Security Instrument. 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 Collateral described in either or both of said security instruments as a whole or in separate parcels, in any order that Administrative Agent may designate. Mortgagor makes this waiver for itself, for all persons and entities claiming through or under Mortgagor and for persons and entities who may acquire a lien or security interest on all or any part of the Property and Collateral described in either of said security instruments, or on any interest therein.
6. **WARRANTIES AND REPRESENTATIONS.** Mortgagor warrants that Mortgagor has no legal or equitable claim against any mortgagor named in the Other Security Instrument which would be prior to the lien of the Other Security Instrument, or which would entitle Mortgagor to a judgment entitling Mortgagor to an equitable lien on all or any portion of that property prior in lien to the Other Security Instrument.
7. **NON-IMPAIRMENT.** Except as supplemented and/or modified by this Security Instrument, all of the terms, covenants and conditions of the Other Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.
8. **LIEN OF SECURITY INSTRUMENT AND OTHER SECURITY INSTRUMENT.** Mortgagor and Administrative Agent acknowledge and agree that: this Security Instrument shall constitute a lien or charge upon only that property described herein as the "Property"; and the Other Security Instrument shall constitute a lien or charge upon only that property described therein as the "Property".

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## SCHEDULE I – LIST OF BORROWERS

1. MCR Lehi 2 LLC
2. MCR Milwaukee LLC
3. MCR Mt Prospect LLC
4. MCR Waukegan LLC
5. MCR New Haven LLC
6. MCR King of Prussia LLC
7. MCR Indianapolis 2 Sub LLC
8. MCR Allentown LLC
9. MCR Beaufort LLC
10. MCR Loveland LLC
11. MCR Cleveland LLC
12. MCR Denver South LLC
13. MCR Henderson LLC
14. MCR Orlando LLC
15. MCR Warwick LLC
16. MCR Champaign 1 LLC
17. MCR Champaign 3 LLC
18. MCR BWI Airport LLC
19. MCR Allen LLC
20. MCR Champaign 2 LLC
21. MCR Albuquerque LLC
22. MCR Carlisle LLC
23. MCR Indianapolis 1 LLC
24. MCR Langhorne LLC
25. MCR Peabody LLC
26. MCR Green Bay LLC
27. MCR Lehi 1 LLC
28. MCR Richmond LLC
29. MCR Fairfax LLC
30. MCR Harrisburg LLC