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Illinois Anti-Predatory Lending Database Program

Doc#: 2225001171 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/07/2022 10:10 AM Pg: 1 of 31

Certificate of Exemption



Report Mortgage Fraud
844-768-1713

The property identified as: **PIN:** 10-18-309-036-0000

Address:

Street: 9016 Waukegan Road

Street line 2:

City: Morton Grove

State: IL

ZIP Code: 60053

Lender: Deutsche Bank AG, New York Branch

Borrower: Morton Grove Affordable LLC

Loan / Mortgage Amount: \$14,007,820.00

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: BD4156CD-C3A7-4318-B048-0882C2397F60

Execution date: 8/11/2022

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

From

**MORTON GROVE AFFORDABLE LLC,
the Grantor,**

for the benefit of

**DEUTSCHE BANK AG, NEW YORK BRANCH,
the Beneficiary**

Dated as of August 11, 2022

Relating to:

(Morton Grove Apartments)

This instrument prepared by and
when recorded return to:

Kutak Rock LLP
Two Logan Square
100 North 18th Street, Suite 1920
Philadelphia, Pennsylvania 19103
Attention: Andrew P. Schmutz, Esquire

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

This **MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING**, dated as of August 11, 2022 (as amended, modified, supplemented or assigned from time to time, this "Mortgage"), by MORTON GROVE AFFORDABLE LLC, a limited liability company, duly organized and validly existing under the laws of the State of Illinois (together with its successors and assigns, the "Grantor"), whose address is c/o Claiborne Affordable LLC, 250 West 55th Street, 35th Floor, New York, New York 10019 Attention: Jeffrey Goldberg, for the benefit of DEUTSCHE BANK AG, NEW YORK BRANCH (together with its successors and assigns, the "Beneficiary"), whose address is 1 Columbus Circle, New York, New York 10019,

WITNESSETH:

WHEREAS, Claiborne Affordable LLC, a Maryland limited liability company (the "Obligated Group Representative"), Grantor and each of the other Members of the Obligated Group (as such terms are defined in the Loan Agreement hereinafter defined) (collectively, the "Borrower") wishes to finance the recapitalization of a portfolio of 77 multifamily housing projects (each a "Project" and collectively, the "Projects");

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof among Beneficiary, the Obligated Group Representative, the Grantor and each other Member of the Obligated Group (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"), Beneficiary has agreed to make loans to Members of the Obligated Group (each a "Project Loan" and collectively, the "Loan") which shall each be evidenced by and payable in accordance with the provisions of a promissory note issued by such Member, as maker, to Lender, as holder (each, as the same may be amended, restated, modified or supplemented from time to time, a "Project Note" and collectively, the "Note");

WHEREAS, the Grantor is the owner of a multifamily residential facility including related personal property and equipment described on Exhibit A attached hereto (the "Land") located in the City of Morton Grove, Cook County, Illinois; and

WHEREAS, the Loan Agreement, the Project Note and any other document or instrument given by the Grantor at any time to evidence or further secure any obligations assumed or undertaken by the Grantor in connection with the Project Note are sometimes hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, all capitalized terms used herein without definition have the meanings given to such terms in the Loan Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the loan by the Beneficiary to Grantor, of the respective representations, covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, for the purpose of securing payment and performance of the Secured Obligations (defined below), and subject to the terms of this Mortgage, the Grantor hereby irrevocably and unconditionally grants, bargains, sells, transfers, conveys and assigns to the Beneficiary, its successors and assigns, with power of sale (to the extent permitted by applicable law), and with right of entry and possession, in trust for the benefit of the Beneficiary, and its respective successors and assigns, and grants the Beneficiary a lien and a security

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interest in all estate, right, title and interest which the Grantor now has or may later acquire in and to the following property (in each case, to the extent assignable, including pursuant to any Legal Requirements):

ALL OF Grantor's interest in the Land which is described in Exhibit A;

TOGETHER WITH all right, title and interest of the Grantor in and to, and remedies under (a) any and all leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements (whether oral or written), or any part thereof, now or hereafter existing, covering or affecting any or all of the Property (as hereinafter defined), all extensions and renewals thereof, and all modifications, amendments and guaranties thereof (each of which is hereinafter called a "Lease"), and (b) any and all rents, income, receipts, revenues, royalties, issues, profits, contract rights, accounts receivable, or general intangibles growing out of or in connection with the Leases (whether from residential or non-residential space) and other payments, payable to the Grantor pursuant to any Lease, including, without limitation, cash or securities deposited under any Lease to secure performance by the tenants of their obligations under the Leases, whether such cash or securities are to be held until the expiration of the term of such Leases or are to be applied to one or more of the installments of rent coming due prior to the expiration of such terms and further including subsidy payments received from any source (collectively, the "Rents"), subject, however, to the provisions hereof; and

TOGETHER WITH any and all rights, alleys, ways, tenements, hereditaments, easements, passages, waters, water rights, water courses, riparian rights, licenses, franchises, privileges and appurtenances now or hereafter to the same belonging or in any way appertaining, as well as any after-acquired right, title, interest, franchise, license, reversion and remainder, and

TOGETHER WITH all right, title and interest of the Grantor, including any after-acquired right, title or reversion, in and to the right of ways, streets, avenues and alleys, open or proposed, located wholly or partially within the boundary of the Land or adjacent thereto, and

TOGETHER WITH all buildings, structures, surface parking and other improvements of every kind and description now or hereafter erected or placed on the Land, all additions, alterations and replacements thereto or thereof, and all materials now owned or hereafter acquired by the Grantor and intended for the operation, construction, reconstruction, alteration and repair thereof, all of which materials shall be deemed to be included within the Property (hereinafter defined) immediately upon the delivery thereof to the Land (all of which are hereinafter called collectively the "Improvements" and, the Improvements and the Land are hereinafter called the "Premises"), and

TOGETHER WITH all of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods of every kind and description whatsoever, now owned or hereafter acquired by the Grantor and attached to or contained in and used for any present or future operation or management of the Land or the Improvements, including, without limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wires, switches, fans, switchboards, and other electrical equipment and fixtures; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals and compactors, dishwashers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in any way in the operation of any Improvements or appurtenant facilities erected or to be erected in or upon the Land;

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and every renewal, replacement or substitution therefor, whether or not the same are now or hereafter attached to the Land in any manner; all except for any right, title or interest therein held by any tenant of any or all of the Land or the Improvements, or by any other person, so long as such tenant or other person is not a party hereto or bound, with respect to such right, title or interest, by the provisions hereof (it being agreed by the parties hereto that all personal property owned by the Grantor and placed by it on the Land shall, so far as permitted by law, be deemed to be affixed to the Land, appropriated to its use, and covered by this Mortgage), and

TOGETHER WITH all of the Grantor's right, title and interest in and to any and all easements and appurtenances, including, without limitation, any easements and agreements which are or may be established to allow satisfactory ingress to, egress from and operation of the Land and the Improvements, and

TOGETHER WITH any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any condemnation, either temporarily or permanently, (b) any change or alteration of the grade or widening of any street or road, and (c) any other damage, destruction, or injury to, or decrease in value of, the Land or the Improvements or any part thereof, to the extent of all Secured Obligations at the date of receipt by the Beneficiary of any such judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon, and of the reasonable counsel fees, costs and disbursements, if any, incurred by the Beneficiary in connection with the collection of such judgment, award of damages, payment, proceeds, settlement or other compensation, including interest thereon, and

TOGETHER WITH all of Grantor's rights in and to policies of insurance including any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Land or the Improvements or any portion thereof, and

TOGETHER WITH all contract rights (including any contract deposits), but not any contract obligations or liabilities, relating to or arising out of any agreement to sell, transfer, assign, convey or encumber the Land, the Improvements, any portion thereof, any interest therein, and

TOGETHER WITH all plans and specifications, surveys, reports, diagrams, drawings, service contracts, accounting records, invoices, change orders, licenses, authorizations, certificates, variances, approvals and other permits necessary or appropriate to permit the construction, reconstruction, repair or alteration, addition, improvement, use, operation and management of the Land and the Improvements, and

TOGETHER WITH all of the Grantor's cash, bank accounts, notes and other instruments, documents, accounts receivable, contract rights, permits, receipts, sales and promotional literature and forms, advertising materials and the like, trademarks, names, logos, copyrights and other items of intangible personal property now or hereafter owned by the Grantor relating to the ownership, operation, development, leasing or management of the Land or the Improvements,

TO HAVE AND TO HOLD the Land, the Improvements, fixtures, personal property, tenements, hereditaments, appurtenances and other property interests granted hereinabove (hereinafter collectively called the "Property") unto the Beneficiary, its successors and assigns, for the benefit of the Beneficiary, its successors and assigns, subject only to the Permitted Encumbrances.

FOR THE PURPOSE OF SECURING:

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(a) payment and performance of each and every obligation, covenant and agreement of the Grantor contained in the Note and the Loan Agreement from and after the execution and delivery thereof;

(b) performance of every obligation, covenant and agreement of the Grantor contained in any other Loan Document or in any other agreement or instrument now or hereafter executed by the Grantor which recites that the obligations thereunder are secured by this Mortgage; and

(c) payment of all sums, with interest thereon at the rate set forth in the Loan Documents that may become due and payable to or for the benefit of the Beneficiary pursuant to the terms of this Mortgage; and

(d) the reimbursement of the Beneficiary for all money advanced, as provided herein, and all expenses (including, out-of-pocket attorneys' fees) incurred or paid by, the Beneficiary on account of any action (whether formal litigation or otherwise) that may arise in connection with this Mortgage, the Loan Documents or the Property, or in obtaining possession of the Property as hereinafter provided.

The obligations described in subparagraphs (a) through (d) above shall hereinafter be referred to collectively as the "Secured Obligations."

TO PROTECT THE SECURITY GRANTED BY THIS MORTGAGE, THE GRANTOR, AGREES AS FOLLOWS:

ARTICLE 1

COVENANTS AND AGREEMENTS OF THE GRANTOR

Section 1.01. Payment and Performance of Secured Obligations. The Grantor shall pay and perform when due all of the Secured Obligations, including all of the Grantor's obligations under the Loan Agreement and all of the other Loan Documents, in accordance with the terms thereof subject to any applicable grace or notice and cure periods.

Section 1.02. Maintenance, Repair, Alterations. Subject to the rights of Tenants under the Leases, the Grantor (i) shall maintain, keep and preserve the Property in accordance with the terms of the Loan Agreement and this Mortgage; (ii) shall not commit or permit any excessive waste of the Property; (iii) shall comply with the provisions of all Leases in all material respects; (iv) shall not abandon the Property or any portion thereof; (v) shall not initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses which may be made of the Premises other than Permitted Encumbrances; (vi) shall secure and maintain in full force and effect all permits necessary for the use, occupancy and operation of the Premises; (vii) shall not cause or permit any fixture or any article of Personal Property (as defined in Article 4 below) to be removed from the Premises without the prior written consent of the Servicer except in accordance with Section 4.02 (a); and (viii) except as otherwise prohibited or restricted by the Loan Documents, shall do any and all other acts which may be reasonably necessary to protect and preserve the value of the Property and the rights of the Beneficiary with respect thereto.

Section 1.03. Required Insurance. The Grantor shall at all times provide, maintain and keep in force, or cause to be provided, maintained and kept in force, at no expense to the Beneficiary, policies of insurance in form and amounts, issued by such insurance companies, associations or organizations, and covering such casualties, risks, perils, liabilities and other hazards as are required under Section 6.02 of the Loan Agreement.

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Section 1.04. Casualties; Insurance Proceeds. The Grantor shall give prompt written notice to the Beneficiary and the Servicer of the occurrence of any casualty to or in connection with the Premises or any part thereof which could reasonably be expected to have a Material Adverse Effect (a "Material Casualty"), whether or not covered by insurance. The Grantor is hereby authorized and empowered to settle, adjust or compromise any and all claims for loss, damage or destruction under any policy or policies of casualty insurance; provided, however, Grantor shall obtain the consent of the Servicer to settle, adjust or compromise any and all claims for loss, damage or destruction that constitute a Material Casualty under any policy or policies of casualty insurance, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor shall be entitled to any and all insurance proceeds paid pursuant to any insurance policy as a result of any casualty provided that (i) such proceeds are used to restore, replace or rebuild that portion of the Premises subject to the casualty, and (ii) an Event of Default has not occurred and be continuing. During the continuance of an Event of Default, the Servicer and the Beneficiary are hereby authorized and empowered to settle, adjust or compromise any and all claims for loss, damage or destruction under any policy or policies of casualty insurance without the consent of the Grantor.

Section 1.05. Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage, exercise of the power of sale (to the extent permitted by applicable law) hereunder or other transfer of title or assignment of the Property in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of the Grantor in and to all policies of property insurance maintained with respect to all or any portion of the Property and all other policies of insurance required by the Loan Agreement and relating to the Property shall inure to the benefit of and pass to the successor in interest to the Grantor or the purchaser or mortgagee of the Property, to the extent the same may be assigned.

Section 1.06. Condemnation. The Grantor shall promptly notify the Beneficiary and the Servicer if the Grantor shall become aware of the threat in writing or institution of any proceeding or negotiations for the taking of the Premises, or any part thereof, whether for permanent or temporary use and occupancy in condemnation or by the exercise of the power of eminent domain or by agreement of interested parties in lieu of such condemnation (all the foregoing herein called a "taking"); shall keep the Beneficiary and the Servicer, upon written request, advised, in detail, as to the status of such proceedings or negotiations and will promptly give to the Beneficiary copies of all written material notices, pleadings, judgments, determinations and other papers received or delivered by the Grantor therein. Upon the occurrence of an Event of Default, the Beneficiary shall have the right to direct the Servicer to appear and participate in any proceedings or negotiations in connection with a taking, and in connection with such proceedings the Servicer and the Beneficiary may be represented by counsel of their choice. Upon the occurrence of an Event of Default, the Grantor will not, without the Beneficiary's prior written consent, enter into any agreement for the taking of the Premises, or any part thereof, with anyone authorized to acquire the same by eminent domain or in condemnation.

Section 1.07. Obligations Unconditional; Waiver of Offset. All sums payable by the Grantor under this Mortgage shall be paid without notice (unless required pursuant to the terms of the Loan Documents), demand (unless required pursuant to the terms of the Loan Documents), counterclaim, set-off, deduction or defense (except for the defense of performance or payment) and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Grantor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein or in any of the Loan Documents) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (ii) any restriction or prevention of or interference by any third party with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment,

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dissolution, liquidation or other like proceeding relating to the Beneficiary, or any action taken with respect to this Mortgage by a trustee or receiver of the Beneficiary, or by any court, in any such proceeding; (v) any claim which the Grantor has or might have against the Beneficiary; (vi) any default or failure on the part of the Beneficiary to perform or comply with any of the terms hereof; (vii) any default or failure on the part of the Beneficiary to perform or comply with any of the terms of any other agreement with the Grantor; (viii) any homestead or similar rights; or (ix) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not the Grantor has notice or knowledge of any of the foregoing. Except as expressly provided herein, the Grantor, to the extent permitted by applicable law, waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by the Grantor.

Section 1.08. Taxes and Impositions.

(a) The Grantor shall not suffer, permit or initiate the joint assessment of any real or personal property which may constitute all or a portion of the Property or suffer, permit or initiate any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Property as a single lien; provided, however, that the Grantor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such taxes, assessments or charges by appropriate proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending the Grantor's covenant to pay any such taxes, assessments or charges at the time and in the manner provided in this Section 1.08, unless the Grantor has given prior written notice to the Servicer of the Grantor's intent to so contest or object to a tax, assessment or charge, and unless (i) the Grantor shall demonstrate to the Beneficiary's reasonable satisfaction that the proceedings to be initiated by the Grantor shall not operate to prevent the sale of the Property, or any part thereof, to satisfy such tax, assessment or charge prior to final determination of such proceedings; and (ii) in connection with a tax contest that exceeds \$250,000, if requested by the Servicer, the Grantor shall furnish a good and sufficient security, which, at Grantor's option, may be in the form of a letter of credit, guaranty, bond, cash or other surety in an amount reasonably satisfactory to the Servicer; provided, however, no such security shall be required to the extent funds are on deposit or are otherwise being held by Beneficiary or Servicer under the Loan Documents for the payment of such contested taxes.

(b) The Grantor hereby agrees to pay and indemnify the Beneficiary and the Servicer from the payment of all documentary stamp taxes and intangible taxes that may be levied upon the holder of the Secured Obligations, the indebtedness evidenced by the other Loan Documents, the making or recording of this Mortgage or any evidence of indebtedness secured hereby, or, except as otherwise expressly provided therein, the transactions contemplated by the Loan Agreement, this Mortgage or any of the other Loan Documents, including interest, penalties and out-of-pocket costs. The Grantor agrees to pay the Beneficiary and the Servicer reasonable out-of-pocket attorneys' fees and costs incurred in connection with any inquiry from or assertion by governmental authority that any such taxes have not been paid promptly when due.

Section 1.09. Utilities. The Grantor shall pay or cause to be paid prior to delinquency all utility charges incurred by the Grantor for the benefit of the Premises or which may become a charge or lien against the Premises for gas, electricity, water or sewer services furnished to the Premises and all other assessments or charges of a similar nature, whether public or private, affecting or related to the Premises or any portion thereof, whether or not such taxes, assessments or charges are or may become liens thereon.

Section 1.10. Actions Affecting Property. The Grantor shall give the Beneficiary and the Servicer prompt written notice of the written assertion of any claim with respect to, or the filing of any

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action or proceeding purporting to materially adversely affect, the Property, the security of this Mortgage or the rights or powers of the Beneficiary. The Grantor shall appear in and contest, in consultation with the Servicer, any such action or proceeding and shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding.

Section 1.11. Transfer of Property by the Grantor. The Grantor agrees that, except for Permitted Transfers or as otherwise expressly permitted hereunder or under the Loan Documents, the Grantor shall not transfer the Property or any portion thereof or interest therein without the prior written consent of the Servicer. In the event of any transfer of the Property or any portion thereof or interest therein (other than Permitted Transfers or as expressly permitted hereunder or under the Loan Documents, or with the prior written consent of the Servicer), the Beneficiary shall have the absolute right, without prior demand or notice, to declare all of the Secured Obligations for which the Grantor is then liable to be immediately due and payable, unless such transfer was immaterial, inadvertent and non-recurring (i.e., administrative breach) and the Grantor corrects (or causes to be corrected) such failure within twenty (20) days of obtaining knowledge thereof. Consent to one such transfer shall not be deemed to be a waiver of the Beneficiary's right to require consent to future or successive transfers. With respect to any transfer that requires the consent of Servicer, the Servicer may grant or deny such consent in its sole and absolute discretion, and may charge a fee in connection with such request for consent. If consent is given, and if this Mortgage is not released to the extent of the transferred portion of the Property by a writing executed by the Beneficiary and recorded in the proper city, town, or county records, then any such transfer shall be subject to this Mortgage, and any such transferee shall, by accepting such transfer, assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release the Grantor or any maker or guarantor of any of the Secured Obligations from any liability hereunder or thereunder prior to the date of such transfer without the prior written consent of the Servicer. The covenants contained in this Section shall run with the Land and shall remain in full force and effect until all of the Secured Obligations are fully paid and fully performed. The Beneficiary may, without notice to the Grantor, deal with any transferees with reference to the Secured Obligations in the same manner as the Grantor, without in any way altering or discharging the Grantor's liability with respect thereto. Full Performance Required; Survival of Warranties. All obligations, representations, warranties and covenants of the Grantor contained in any Loan Document shall survive the execution and delivery of this Mortgage and shall remain continuing obligations, warranties, representations and covenants of the Grantor so long as any portion of the Secured Obligations remains outstanding, and the Grantor shall fully and faithfully satisfy and perform all such obligations, representations, warranties and covenants.

Section 1.13. Liens. Except for Permitted Encumbrances, the Grantor shall not create, incur, or permit to exist any lien, encumbrance or charge upon the Property, or any portion thereof or interest therein (individually, a "Lien" or "Encumbrance" and collectively, "Liens or Encumbrances"). If the Grantor fails to remove and discharge, or bond over to the reasonable satisfaction of the Servicer, any Lien or Encumbrance or contest the same in good faith, then, in addition to any other right or remedy of the Beneficiary, (i) the Servicer may, but shall not be obligated to, take such action at the direction of the Beneficiary as the Beneficiary deems warranted to discharge any Lien or Encumbrance either by paying the amount claimed to be due, or by procuring the discharge of such Lien or Encumbrance by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law and (ii) the Beneficiary shall have the absolute right without prior demand or notice, to declare all of the Secured Obligations for which the Grantor is then liable to be immediately due and payable. The Grantor shall, within ten (10) Business Days after written demand therefor by the Beneficiary, pay to the Beneficiary an amount equal to all costs and expenses incurred by the Beneficiary in connection with the exercise by the Beneficiary of the foregoing right to discharge any such Lien or Encumbrance, together with interest thereon from the date of such expenditure to the date of payment at the Default Rate.

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Section 1.14. Beneficiary's Powers. None of the following actions by or caused by the Beneficiary, with or without notice to any person, shall have any effect on either (a) the liability of any other person liable for the payment of any of the Secured Obligations, or (b) the lien or charge of this Mortgage upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid or unperformed Secured Obligations: (i) the release of any person so liable (except for such person to the extent of such release), (ii) the extension of the maturity or the alteration of any of the terms of any of the Secured Obligations, (iii) the grant of any other indulgences, (iv) the release or reconveyance of all or any portion of the Property, (v) the taking or release of any other or additional security for any of the Secured Obligations, or (vi) the making of arrangements with debtors in relation thereto.

Section 1.15. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under all contracts and agreements relating to the Property, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Mortgage had not been executed, (b) the exercise by the Beneficiary of any of its rights hereunder shall not release the Grantor from any of the Grantor's duties or obligations under any contracts and agreements related to the Property, and (c) the Beneficiary shall not have any obligations or liability under any of the contracts or agreements related to the Property by reason of this Mortgage and shall not be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Section 1.16. Warranties and Representations of Grantor. The Grantor represents and warrants to the Beneficiary as follows:

(a) The Grantor is the owner of a fee simple interest in the Land, the owner of the remainder of the Property free and clear of any lien, security interest, charge or encumbrance, except for the lien and charge of this Mortgage and the Permitted Encumbrances and will warrant and defend title to the Property against all claims and demands (subject to the Permitted Encumbrances).

(b) The Grantor has good, right and lawful authority to encumber the Property with and grant the lien and charge created by this Mortgage, and the execution, delivery and performance by the Grantor of this Mortgage have been duly authorized by all necessary parties and do not and will not (i) violate the partnership agreement, articles of incorporation, charter or by-law of the Grantor or any direct or indirect constituent partner of the Grantor or any provision of any law, rule or regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Grantor, or (ii) result in a breach of or constitute a default under any material indenture or loan or credit agreement or any other material agreement, lease or instrument to which the Grantor is a party or by which the Grantor or its properties may be bound or affected. The Grantor will warrant and defend its title to the Property against claims of all persons and entities whomsoever (other than Permitted Encumbrances), and the Grantor will maintain and preserve the lien and charge of this Mortgage so long as any of the Secured Obligations is outstanding.

(c) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body, other than the recordation of this Mortgage in the official records of the city, town or county in which the Property is located, is required (i) for the grant by the Grantor of the lien created hereby or for the execution, delivery and performance by the Grantor of this Mortgage, or (ii) for the perfection of the security interests granted hereunder or the exercise by the Beneficiary of the rights and remedies conferred hereunder (except as may be required by the express terms of this Mortgage).

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Section 1.17. Further Acts. The Grantor shall do and perform all acts necessary to keep valid and effective the charges and lien hereof and to carry into effect its objectives and purposes, in order to protect the Beneficiary, provided the same does not materially increase the Grantor's obligations or materially decrease the Grantor's rights hereunder. Promptly upon written request, from time to time, of the Beneficiary or the Servicer and at the Grantor's expense, the Grantor shall execute, acknowledge and deliver to the Beneficiary such other and further instruments and do such other acts as in the opinion of the Beneficiary or the Servicer may be reasonably necessary or appropriate to (a) grant to the Beneficiary the priority perfected lien and security interest in respect of the Property to secure all of the Secured Obligations, (b) grant to the Beneficiary, to the fullest extent permitted by applicable law, the right to foreclose on the Property judicially or nonjudicially or to exercise the power of sale (to the extent permitted by applicable law), (c) correct any defect, error or omission which may be discovered in the contents of this Mortgage (including all exhibits and/or schedules hereto) or any of the other Loan Documents, (d) identify more fully and subject to the liens, encumbrances and security interests and assignments created hereby and properly intended by the terms hereof to be covered hereby (including any renewals, additions, substitutions, replacements or appurtenances to the Property), (e) assure the intended priority of this Mortgage and of such liens, encumbrances, security interests and assignments, and (f) otherwise effect the intent of this Mortgage, provided the same, in each case, does not materially increase the Grantor's obligations or materially decrease the Grantor's rights hereunder.. Without limiting the generality of the foregoing, the Grantor, upon the Beneficiary's or the Servicer's written request, at such times and as often as may be reasonably necessary, and, to the extent consistent with applicable law, at the Grantor's own expense, shall promptly record, rerecord, file and refile in such offices, this Mortgage, and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the liens, encumbrances and security interests (and priority thereof) intended to be created hereby and the rights and remedies of the Beneficiary hereunder. Upon written request by the Beneficiary or the Servicer, the Grantor shall supply evidence of fulfillment of its obligations under this Section 1.17.

ARTICLE 2

ASSIGNMENT OF RENTS, LEASES AND OTHER AGREEMENTS

Section 2.01. Assignment of Rents and Leases, Issues and Profits. As part of the consideration for the Secured Obligations, and not as additional security therefor, the Grantor hereby irrevocably, absolutely, presently, and unconditionally assigns (to the extent assignable including pursuant to applicable law) to the Beneficiary all of the Rents and hereby gives to and confers upon the Beneficiary the right, power and authority to collect such Rents. The Grantor irrevocably appoints the Beneficiary and Servicer (acting at the written direction of the Beneficiary) its true and lawful attorney-in-fact, to, at any time and from time to time, demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in its name or in the name of the Grantor, for all such Rents, and apply the same to the payment of the Secured Obligations; provided, however, that the Grantor shall have and is hereby granted the right, in the form of a revocable license, to enforce payment, give satisfactions, sue for and collect such Rents (but not more than one month in advance unless the written approval of the Servicer has first been obtained), and to retain and enjoy the same, so long as an Event of Default shall not have occurred hereunder and be continuing and that the Beneficiary shall not exercise the rights granted to it under this Section 2.01 until the occurrence and continuance of an Event of Default. The assignment of the Rents in this Article 2 is intended to be an absolute assignment from the Grantor to the Beneficiary and not merely the passing of a security interest. The Grantor and the Beneficiary further agree that, solely for the purposes of any bankruptcy of the Grantor or its general partners, during the term of this Mortgage, the Rents shall not constitute property of the Grantor (or of any estate of the Grantor) within the meaning of 11 U.S.C. §541, as amended from time to time.

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Section 2.02. Collection Upon Default. Upon the occurrence and during the continuation of an Event of Default hereunder, the license granted to the Grantor in Section 2.01 shall be automatically revoked without notice. Upon the occurrence and during the continuation of an Event of Default hereunder, the Beneficiary or the Servicer, upon the written direction of the Beneficiary, may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, enter upon and take possession of the Premises, or any part thereof, and, with or without taking possession of the Premises or any part hereof, in its own name sue for or otherwise collect such Rents (including those past due and unpaid, and all prepaid rents and all other monies which may have been or may hereafter be deposited with the Grantor by any lessee or tenant of the Grantor to secure the payment of any rent or for any services thereafter to be rendered by the Grantor for any other obligation of any tenant to the Grantor arising under any Lease). The Grantor agrees that, upon the occurrence of any Event of Default hereunder, the Grantor shall promptly deliver all such Rents and monies to the Beneficiary. The Servicer shall apply such Rents and monies (other than security deposits), less costs and expenses of operation and collection (including reasonable out-of-pocket attorneys' fees whether or not suit is brought or prosecuted to judgment), at the written direction of the Beneficiary, to the payment of any Secured Obligations, in such order as the Beneficiary may determine, notwithstanding that said indebtedness or the performance of said obligation may not then be due. The collection of such Rents, or the entering upon and taking possession of the Premises, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default or be deemed or construed to make the Beneficiary a mortgagee-in-possession of the Premises or any portion thereof.

Section 2.03. Assignment of Leases.

(a) As part of the consideration for the Secured Obligations, Grantor absolutely and unconditionally assigns and transfers (to the extent assignable including pursuant to applicable law) to Beneficiary all of Grantor's right, title and interest in, to and under the Leases, including Grantor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Grantor to establish a present, absolute and irrevocable transfer and assignment to Beneficiary of all of Grantor's right, title and interest in, to and under the Leases. Grantor and Beneficiary intend this assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. For purposes of giving effect to this absolute assignment of the Leases, and for no other purpose, the Leases shall not be deemed to be a part of the "Property," as that term is defined in the granting clauses. However, if this present, absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the State, then the Leases shall be included as a part of the Property and it is the intention of the Grantor that in this circumstance this Mortgage create and perfect a lien on the Leases in favor of Beneficiary, which lien shall be effective as of the date of this Instrument.

(b) Until the occurrence of an Event of Default, Grantor shall have all rights, power and authority granted to Grantor under any Lease (except as otherwise limited by this Section or any other provision of this Mortgage), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Grantor pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Grantor shall comply with and observe Grantor's obligations under all Leases in all material respects, including Grantor's obligations pertaining to the maintenance and disposition of tenant security deposits.

(c) Grantor acknowledges and agrees that the exercise by Beneficiary, either directly or by a receiver, of any of the rights conferred under this Section 2.03 shall not be construed to make Beneficiary a mortgagee-in-possession of the Property so long as Beneficiary has not itself entered into

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actual possession of the Land and the Improvements. The acceptance by Beneficiary of the assignment of the Leases pursuant to Section 2.03(a) shall not at any time or in any event obligate Beneficiary to take any action under this Mortgage or to expend any money or to incur any expenses. Beneficiary shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Property. Prior to Beneficiary's actual entry into and taking possession of the Property, Beneficiary shall not (i) be obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease); (ii) be obligated to appear in or defend any action or proceeding relating to the Lease or the Property; or (iii) be responsible for the operation, control, care, management or repair of the Property or any portion of the Property. The execution of this Mortgage by Grantor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Property is and shall be that of Grantor, prior to such actual entry and taking of possession.

(d) From and after the occurrence of an Event of Default, and without the necessity of Beneficiary entering upon and taking and maintaining control of the Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the State, Beneficiary immediately shall have all rights, powers and authority granted to Grantor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

Section 2.04. Further Assignments. Upon written demand of the Beneficiary or the Servicer, the Grantor shall, from time to time hereafter, execute and deliver to the Beneficiary recordable assignments of any other agreements relating to, or affecting the use, occupancy, management or maintenance of, or services provided to, the Property or now or hereafter affecting the Property or any portion thereof, provided the same does not materially increase the Grantor's obligations or materially decrease the Grantor's rights hereunder. Each such assignment shall be made by an instrument (herein, an "Assignment") in form and substance reasonably satisfactory to the Beneficiary. The Beneficiary and the Servicer, at the written direction of the Beneficiary, may exercise its rights hereunder or under any such Assignment, and such exercise shall not constitute a waiver of any right hereunder or thereunder. To the extent not inconsistent, all rights and remedies of the Beneficiary under any such Assignment and under this Mortgage shall be cumulative.

ARTICLE 3 REMEDIES UPON DEFAULT

Section 3.01. Event of Default. The term "Event of Default", as used herein means an "Event of Default" as defined in the Loan Agreement.

Section 3.02. Acceleration Upon Default. Upon the occurrence of an Event of Default, the Beneficiary or the Servicer, acting at the written direction of the Beneficiary, may declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or notice of any kind; provided no such declaration shall be required, and acceleration shall be deemed to have occurred, if the default is an event set forth in Section 7.1(g) of the Loan Agreement.

Section 3.03. Remedies.

(a) Upon the occurrence of an Event of Default, the Beneficiary or the Servicer, acting at the written direction of the Beneficiary, may either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security,

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(i) enter upon the Premises and take possession of the Property, or any part thereof, in its own name, and do any act which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof;

(ii) with or without taking possession of the Premises, sue for or otherwise collect the Rents including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including out-of-pocket attorneys' fees, to the payment of any Secured Obligations, all in such order as the Beneficiary may determine;

(iii) [reserved];

(iv) specifically enforce any of the covenants hereof; or

(v) exercise all other rights and remedies provided herein, in any of the other Loan Documents, or provided by law or equity.

(b) The entering upon the Premises and taking possession of the Property, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession, by the Beneficiary or a receiver of all or any portion of the Property or the collection, receipt and application of any of the Rents thereby, the Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default.

Section 3.04. Foreclosure.

(a) When the Secured Obligations, or any part thereof, shall become due, whether upon maturity, by acceleration, or otherwise, the Beneficiary or the Servicer, acting at the written direction of the Beneficiary, may institute an action of foreclosure against the Property, or take such other action at law or in equity of the enforcement of this Mortgage and realization on the Property or any other security herein or elsewhere provided for as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the Secured Obligations, with interest from and after the occurrence of the Event of Default at the Default Rate together with all other sums due by the Grantor in accordance with the provisions of this Mortgage and the other Loan Documents including all sums which may have been paid, incurred or advanced by or on behalf of the Beneficiary or the Servicer for taxes, water or sewer rents, charges or claims, payments of prior liens, insurance appraiser's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title as the Beneficiary or the Servicer may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment the true condition of the title to or the value of the Property, all costs of suit, together with interest at the Default Rate on any judgment obtained by the Beneficiary from and after the date of such judgment including the period from and after the date of any judicial sale until actual payment is made of the full amount due the Beneficiary as a result of such sale, and a reasonable attorney's commission for collection.

(b) If any or all of the Premises or any estate or interest therein is to be sold under the provisions of this Mortgage, by virtue of a judicial sale, it may be sold, as an entirety or in one or more parcels, by one sale or by several sales held at one time or at different times, with such postponement of any such sale as the Beneficiary or the Servicer, acting at the written direction of the

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Beneficiary, may deem appropriate and without regard to any right of the Grantor or any other person to the marshaling of assets. The Beneficiary or the Servicer may bid and become the purchaser at any such sale.

(c) Upon any sale of the Grantor's interest in any or all of the Property, whether by other foreclosure or judicial proceedings, the proceeds of such sale, together with any other sum then held as security hereunder or due under any of the provisions hereof as part of the Property (after paying all expenses of sale, including out-of-pocket attorneys' fees, and all taxes, assessments or impositions in connection with the Property which the Beneficiary deems it advisable or expedient to pay and all sums advanced, with interest thereon, as herein provided shall be applied) to the payment of the Secured Obligations then due and owing under the Loan Documents and secured hereby and interest thereon to the date of payment and prepayment fees, if any, paying over the surplus, if any, less the expense, if any, of obtaining possession, to the Grantor or any person entitled thereto upon the surrender and delivery to the purchaser of possession of the Property.

Section 3.05. Appointment of Receiver. The Beneficiary or the Servicer, acting at the written direction of the Beneficiary, may apply for the appointment of a receiver of the Premises and/or the Rents, without notice except as required by law, and shall be entitled to the appointment of the receiver as a matter of right, without consideration of the value of the Premises, the solvency of any person liable for the payment of the Secured Obligations, or the effect of the receivership on the operation of the Premises or the Grantor's business thereon.

Section 3.06. Application of Funds After Default. Except as otherwise herein provided or provided in the other Loan Documents, upon the occurrence of an Event of Default hereunder, the Beneficiary or the Servicer, acting at the written direction of the Beneficiary, may, at any time without notice, apply any or all sums or amounts received and held by the Beneficiary (other than the security deposits from tenant leases) to pay insurance premiums, taxes, assessments and other impositions in connection with the Property, or apply amounts received as rents or income of the Property, or as insurance or condemnation proceeds, and all other sums or amounts received by the Beneficiary from or on account of the Grantor or the Property, or otherwise, to any of the Secured Obligations then due and payable, in such manner and order as the Beneficiary or the Servicer, acting at the written direction of the Beneficiary, may elect, notwithstanding that said indebtedness or the performance of said obligation may not yet be due. The receipt, use or application of any such sum or amount shall not be construed (i) to affect the maturity of any Secured Obligations or any of the rights or powers of the Beneficiary hereunder or under the terms of the Loan Documents; or (ii) any of the obligations of the Grantor or any guarantor hereunder or under the Loan Documents; or (iii) to cure or waive any default or notice of default hereunder or under any of the Loan Documents; or (iv) to invalidate any act of the Beneficiary.

Section 3.07. Costs of Enforcement. If any Event of Default occurs, the Beneficiary and the Servicer may employ an attorney or attorneys to protect their respective rights hereunder; provided, however, the Grantor shall not be liable for the expenses of more than one legal counsel for the Beneficiary and the Servicer, unless the Beneficiary and the Servicer shall have reasonably concluded that the positions of the Beneficiary and the Servicer are in conflict. The Grantor agrees to pay to the Beneficiary or the Servicer (as applicable), within ten (10) Business Days after written demand, the out-of-pocket fees and expenses of such attorneys and all other costs of enforcing the obligations secured hereby, including recording fees, receivers' fees and expenses, and all other expenses, of whatever kind or nature, incurred by the Beneficiary, in connection with the enforcement of the Secured Obligations, whether or not such enforcement includes the filing of a lawsuit. Until paid, such sums shall be secured hereby and shall bear interest, from date of expenditure, at the Default Rate.

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Section 3.08. Remedies Not Exclusive. The Beneficiary shall be entitled to enforce payment and performance of any Secured Obligations and to exercise all rights and powers under this Mortgage or under any Loan Documents or other agreement or any law now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by guaranty, mortgage, deed of trust, deed to secure debt, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale (to the extent permitted by applicable law) or other powers herein contained, shall prejudice or in any manner affect the Beneficiary's rights to realize upon or enforce any other security now or hereafter held by the Beneficiary, it being agreed that the Beneficiary shall be entitled to enforce this Mortgage and any other security now or hereafter held by the Beneficiary in such order and manner as the Beneficiary in its sole discretion may direct. No remedy herein conferred upon or reserved to the Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute. Every power or remedy given hereunder or under any of the Loan Documents to the Beneficiary or to which the Beneficiary may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Beneficiary or the Servicer, and the Beneficiary and the Servicer may pursue inconsistent remedies.

Section 3.09. Power of Sale. Grantor acknowledges that the power of sale granted in this Mortgage, to the extent permitted by applicable law, may be exercised by Beneficiary without prior judicial hearing. Beneficiary will be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees and costs, costs of documentary evidence, abstracts and title reports.

ARTICLE 4 SECURITY AGREEMENT

Section 4.01. Creation of Security Interest. The Grantor hereby grants to the Beneficiary a security interest in all rights, titles, interests, estates, power and privileges that the Grantor now has or may hereafter acquire in and to that portion of the Property, which, under applicable law, may be subject to a security interest under the Uniform Commercial Code of the State of Illinois (the "Personal Property") to secure the Secured Obligations.

Section 4.02. Representations, Warranties and Covenants of the Grantor. The Grantor hereby represents, warrants and covenants as follows:

(a) The tangible portion of the Personal Property shall be kept on or at the Premises and the Grantor shall not, without the prior written consent of the Servicer, remove the Personal Property or any portion thereof therefrom except in the normal course of the Grantor's business, or such portions or items of Personal Property as are consumed or worn out in ordinary usage, all of which shall be promptly replaced by the Grantor with similar items of comparable value if required for the efficient operation of the Premises.

(b) The Grantor shall promptly notify the Servicer of any material written claim against the Personal Property adverse to the interest of the Beneficiary therein.

(c) Without the prior written consent of the Servicer, the Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in the Personal Property, including replacements and additions thereto.

Section 4.03. Use of Personal Property by the Grantor. Until the occurrence of an Event of Default hereunder, the Grantor may have possession of the Personal Property and use it in any lawful

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manner not inconsistent with this Mortgage and not inconsistent with any policy of insurance covering the Premises or the Personal Property.

Section 4.04. Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Article 3, upon the occurrence of an Event of Default and during the continuation thereof, the Beneficiary or Servicer, acting at the written direction of the Beneficiary, may at the Beneficiary's option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom the Grantor and all others claiming under the Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of the Grantor with respect to the Personal Property or any part thereof;

(ii) Without notice to or demand upon the Grantor, make such payments and do such acts as the Beneficiary or Servicer, acting at the written direction of the Beneficiary, may direct to protect the Beneficiary's security interest in the Personal Property (including paying, purchasing, contesting or compromising any Lien or Encumbrance (other than Permitted Encumbrances), whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including litigation costs and out-of-pocket attorneys' fees) incurred in connection therewith;

(iii) Require the Grantor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by the Beneficiary and promptly deliver such Personal Property to the Beneficiary or an agent or representative designated by the Beneficiary;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon the Beneficiary by this Mortgage or by any of the other Loan Documents or by law, either concurrently or in such order as the Beneficiary may determine;

(v) Sell or cause to be sold in such order as the Beneficiary may determine, as a whole or in such parcels as the Beneficiary may determine, the Personal Property;

(vi) Sell, lease or otherwise dispose of the Personal Property at public or private sale, upon terms and in such manner as the Beneficiary may determine, and the Beneficiary or the Servicer may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code or any other applicable law.

The Beneficiary, the Servicer and their respective agents and representatives shall have the right to enter upon any or all of the Premises to exercise the Beneficiary's rights hereunder.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Beneficiary shall give the Grantor at least ten (10) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made, which notice the Grantor agrees is reasonable. Such notice may be mailed to the Grantor at its address set forth in the opening paragraph of this Mortgage.

(c) The proceeds of any sale under Section 4.04(a)(vi) shall be applied as follows:

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(i) to the repayment of the costs and expenses of taking, holding and preparing for the sale and the selling of the Personal Property (including costs of litigation and out-of-pocket attorneys' fees) and the discharge of all Impositions, Liens and Encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Impositions or Liens and Encumbrances subject to which such sale shall have been made);

(ii) the payment of the Secured Obligations, including interest, in such order as the Beneficiary shall determine;

(iii) to be held as collateral for any obligation of the Grantor to the Beneficiary under the Loan Documents; and

(iv) the surplus, if any, shall be paid to the Grantor or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(d) The Beneficiary or the Servicer, acting upon the written direction of the Beneficiary, shall have the right to enforce one or more remedies under this Section 4.04 successively or concurrently and such action shall not operate to stop or prevent the Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the provisions hereof shall not operate to release the Grantor until full payment of any deficiency has been made in cash.

Section 4.05. Security Agreement. This Mortgage constitutes and shall be deemed to be a "security agreement" for all purposes of the Uniform Commercial Code; and the Beneficiary shall be entitled to all the rights and remedies of a "secured party" under the Uniform Commercial Code as to any Personal Property. Information concerning the security interest in Personal Property can be obtained from the Beneficiary at its address set forth in the opening paragraph of this Mortgage. The mailing address of the Grantor (debtor) is also set forth in the opening paragraph of this Mortgage.

Section 4.06. Fixture Filing. Some of the Personal Property is or is to become fixtures on the Premises and this instrument is to be recorded in the real estate records. This Mortgage is effective as a financing statement filed as a fixture filing, executed by the Grantor, as debtor, in favor of the Beneficiary, as secured party, with respect to all fixtures included in the Property and the Personal Property. Products of the collateral are also covered. Information concerning the security interest in fixtures can be obtained from the Beneficiary at its address set forth in the opening paragraph of this Mortgage. The mailing address of the Grantor (debtor) is also set forth in the opening paragraph of this Mortgage. The Grantor's organizational identification number is 07123329.

Section 4.07. Financing Statements. The Grantor hereby authorizes the Beneficiary to file any financing statements, as well as extensions, renewals and amendments thereof, and any reproductions of this Mortgage in such form as the Beneficiary may require to perfect a security interest with respect to such items. The Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements as the Beneficiary or the Servicer may reasonably require. The filing of such financing statements shall under no circumstance be construed as impairing either the Beneficiary's remedies or the priority of the lien granted hereby, and the Grantor agrees that all items of Personal Property are, and at all times, for all purposes and in all proceedings (both legal and equitable) shall be, at the election of the Beneficiary, regarded as part of the real estate encumbered by this Mortgage. It is understood and agreed that the Beneficiary shall have no duty or obligation to file financing statements hereunder, and such duty shall be solely that of the Grantor.

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ARTICLE 5 MISCELLANEOUS

Section 5.01. Amendments. No amendment or waiver of any provision of this Mortgage nor consent to any departure by the Grantor herefrom shall in any event be effective unless the same shall be in writing and signed by the Beneficiary, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. All amendments shall be made in accordance with any applicable provisions of Article VIII of the Indenture.

Section 5.02. Future Advances. Until this Mortgage is released of record, the Beneficiary may advance or re-advance additional sums of money to the Grantor from time to time and such advances or re-advances shall become part of the Secured Obligations secured hereby to the fullest extent permitted by law.

Section 5.03. Business Purpose. The Grantor hereby stipulates and warrants that the Secured Obligations are a commercial facility and that such facility is being granted solely to acquire or carry on a business, professional or commercial enterprise or activity.

Section 5.04. Grantor Waiver of Rights. The Grantor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisalment before sale of any portion of the Property, (b) all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the indebtedness secured hereby and marshaling in the event of foreclosure of the liens hereby created, (c) all rights and remedies which the Grantor may have or be able to assert by reason of applicable laws pertaining to the rights and remedies of sureties, and (d) all homestead rights.

Section 5.05. Statements by the Grantor. The Grantor shall, within ten (10) days after a written request from the Beneficiary or the Servicer, deliver to the Beneficiary and the Servicer a written statement setting forth the then unpaid amounts of the Secured Obligations and stating whether any offset or defense exists against payment of such amounts, provided, however the Grantor shall not be obligated to provide such written statements more than two times in a calendar year unless an Event of Default shall occur and be continuing.

Section 5.06. Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be given in the manner prescribed in the Loan Agreement, to the addresses provided therein. All notices provided herein to the Beneficiary shall also be provided to the Servicer.

Section 5.07. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

Section 5.08. Invalidity of Certain Provisions. Every provision of this Mortgage is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Mortgage is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining secured or partially secured portion of the Secured Obligations, and all payments made under the Secured Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to

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have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Mortgage.

Section 5.09. Subrogation. To the extent that the Beneficiary or the Servicer pays any outstanding lien, charge or prior encumbrance against the Property, the Beneficiary or the Servicer, as applicable, shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

Section 5.10. Attorneys' Fees. If the Secured Obligations are not paid when due, subject to any applicable grace or notice and cure periods, or if any Event of Default occurs, the Grantor agrees to pay all costs of enforcement and collection incurred by the Beneficiary or the Servicer, including out-of-pocket attorneys' fees, whether or not such enforcement and collection includes the filing of a lawsuit. As used herein, the terms "attorneys' fees" and "attorneys' fees and costs" shall each mean the out-of-pocket fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The terms "attorneys' fees" and "attorneys' fees and costs" shall also each include all such fees and expenses incurred with respect to appeals, arbitrations and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees and expenses were incurred and shall also include all such fees and expenses incurred in enforcing any judgment. This agreement to pay costs is part of and not a limitation on any obligation on the part of the Grantor to pay costs and expenses under the Loan Agreement.

Section 5.11. Governing Law. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF ILLINOIS (THE "STATE"), WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES.

NOTWITHSTANDING THE FOREGOING, THE PARTIES STIPULATE AND AGREE THAT THE BENEFICIARY MAY ENFORCE, IN ACCORDANCE WITH THE LAW OF THE STATE, ANY OR ALL OF ITS RIGHTS TO SUE THE GRANTOR, TO COLLECT ANY INDEBTEDNESS IN THE STATE OR ELSEWHERE, BEFORE OR AFTER FORECLOSURE, AND IF THE BENEFICIARY OBTAINS A DEFICIENCY JUDGMENT OUTSIDE OF THE STATE, THE BENEFICIARY MAY ENFORCE THAT JUDGMENT IN THE STATE, AS WELL AS IN OTHER STATES.

Section 5.12. Construction. Whenever required by the context hereof, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, and the masculine, feminine and neuter genders shall each be deemed to include the others. Except as otherwise indicated herein, all section and exhibit references in this Mortgage shall be deemed to refer to the sections and exhibits of and to this Mortgage, and the terms "herein", "hereof", "hereto", "hereunder" and similar terms refer to this Mortgage generally rather than to the particular provision in which such term is used. Whenever the words "including", "include" or "includes" are used in this Mortgage, they shall be interpreted as though immediately followed by the words "without limitation." As used herein, the word "person" includes corporation, partnership, limited liability company, and any other form of association, as well as any governmental or quasi-governmental body or agency.

Section 5.13. Non-foreign Entity. Section 1445 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the Beneficiary that the withholding of tax will not be required in the event of the disposition of the Property pursuant to the terms of this Mortgage, the Grantor hereby certifies, under penalty of perjury, that the Grantor is not a foreign corporation,

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foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder, that the Grantor's U.S. employer identification number and that the Grantor's principal place of business is as set forth on the first page of this Mortgage. It is understood that the Beneficiary may disclose the contents of this certification to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both. The Grantor shall execute such further certificates, which shall be signed under penalty of perjury, as the Beneficiary shall reasonably require. The covenants set forth in this Section shall survive the foreclosure of the lien of this Mortgage or acceptance of a deed in lieu thereof.

Section 5.14. Access to Property and Dissemination of Information. Upon the occurrence and continuance of an Event of Default, the Grantor hereby authorizes the Beneficiary, the Servicer, any prospective bidder at any foreclosure sale, or in connection with the exercise of the power of sale (to the extent permitted by applicable law) hereunder, and their respective officers, directors, employees, agents and independent contractors, upon reasonable prior notice and so long as such persons do not unreasonably interfere with the Grantor's operations on the Premises or the rights of tenants, to enter upon all or any portion of the Premises at any time and from time to time (following the occurrence of an Event of Default) for the purpose of conducting such tests, inspections, inquiries, examinations, studies, analyses, samples, surveys and other information-gathering activities (collectively, "Tests and Studies") with respect to the Premises as any of them may from time to time deem reasonably necessary or appropriate, including Tests and Studies with respect to the structural integrity of the Improvements and the presence of hazardous substances in or around the Premises. The Grantor hereby covenants and agrees to reasonably cooperate with such persons and entities in their efforts to conduct Tests and Studies, and further covenants and agrees to make reasonably available to such persons and entities such portions of the Premises as any of them may designate. The results of all Test and Studies shall be and at all times remain the property of such persons and entities, and under no circumstances shall any such person have any obligation whatsoever to disclose or otherwise make available to the Grantor or any other person such results or any other information obtained by them in connection with such Tests and Studies, unless such Tests and Studies are used to demonstrate or provide evidence of an Event of Default. Notwithstanding the foregoing provisions of this Section, the Beneficiary reserves the right, and the Grantor expressly authorizes the Beneficiary, to make available to any person (including any governmental agency or authority and any prospective bidder at any foreclosure sale of the Property) any and all information which the Beneficiary may have with respect to the Premises, whether provided by the Grantor or any other person or obtained as a result of Tests and Studies (including environmental reports, surveys and engineering reports). The Grantor consents to the Beneficiary's notifying any person (either as a part of a Notice of Sale or otherwise) of the availability of any or all of the Tests and Studies and the information contained therein. The Grantor acknowledges that the Beneficiary cannot control or otherwise assure the truthfulness or accuracy of the Tests and Studies, and that the release of the Tests and Studies or any information contained therein to prospective bidders at any foreclosure sale of the Property may have a material and adverse effect upon the amount which a person may bid at such sale. The Grantor agrees that the Beneficiary shall have no liability whatsoever as a result of delivering in accordance with this Section 5.14 any or all of the Tests and Studies or any information contained therein to any person, and the Grantor hereby releases, remises and forever discharges the Beneficiary from any and all claims, damages or causes of action arising out of, connected with or incidental to the Tests and Studies or the delivery thereof in accordance with this Section 5.14 to any person.

Section 5.15. Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds the Grantor and the heirs, legatees, devisees, administrators, personal representatives, executors and the successors and assigns thereof, and the Beneficiary. The term "Beneficiary" means the Person named herein as the Beneficiary, and its successors-in-interest or assigns under the Loan Documents from time to time, whether or not named as the Beneficiary herein and any such successor or assignee shall be for all purposes the sole Beneficiary after the date of such substitution. Without limiting the generality of the

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foregoing, the Servicer is and shall be express third party beneficiary of the rights of the Beneficiary hereunder. The term "Grantor" means the Grantor named herein and the successors-in-interest, if any, of the named the Grantor in and to the Property or any part thereof. If there is more than one Grantor hereunder, their obligations are joint and several.

Section 5.16. No Merger of Lease. Upon the foreclosure of the lien created by this Mortgage on the Property or the exercise of the power of sale (to the extent permitted by applicable law) granted hereunder pursuant to the provisions hereof, any Lease then existing and affecting all or any portion of the Property shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless the Beneficiary or any purchaser at such foreclosure or exercise of the power of sale (to the extent permitted by applicable law) shall so elect. If both the lessor's and lessee's estate under any Lease or any portion thereof which constitutes a part of the Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless the Beneficiary so elects as evidenced by recording a written declaration so stating, and, unless and until the Beneficiary so elects, the Beneficiary shall continue to have and enjoy all of the rights and privileges of the Beneficiary hereunder as to the separate estates.

Section 5.17. Counterparts; Electronic Signatures. This Mortgage may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. To the fullest extent permitted by applicable law, electronically transmitted or facsimile signatures shall constitute original signatures for all purposes under this Mortgage.

Section 5.18. Indemnity.

(a) The Grantor shall indemnify, defend, protect and hold harmless the Beneficiary and the Servicer, their respective parents, subsidiaries, directors, officers, employees, representatives, agents, successors, and assigns from and against any and all liability, damage (excluding any special, punitive or consequential damages), loss, cost, or expense (including, without limitation, attorneys' fees and expenses), action, proceeding, claim or dispute incurred or suffered by the foregoing parties so indemnified except as the result of the gross negligence, fraud, illegal acts or willful misconduct of any party so indemnified, whether voluntarily or involuntarily incurred or suffered, in respect of the following:

(i) any litigation concerning this Mortgage or the Property, or any interest of the Grantor or the Beneficiary therein, or the right of occupancy thereof by the Grantor or the Beneficiary, whether or not any such litigation is prosecuted to a final, non-appealable judgment;

(ii) any dispute among or between any of the constituent parties or other partners or venturers of the Grantor if the Grantor is a general or limited partnership, or among or between any employees, officers, directors, shareholders, members or managers of the Grantor if the Grantor is a corporation or limited liability company, or among or between any members, trustees or other responsible parties if the Grantor is an association, trust or other entity;

(iii) any action taken or not taken by the Beneficiary or the Servicer which is allowed or permitted under this Mortgage relating to the Grantor, the Property, any constituent parties or otherwise in connection with this Mortgage, including without limitation, the protection or enforcement of any lien, security interest or other right, remedy or recourse created or afforded by this Mortgage; and

(iv) any action brought by the Beneficiary against the Grantor under this Mortgage, whether or not such action is prosecuted to a final, non-appealable judgment.

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THE BENEFICIARY AND/OR THE SERVICER MAY EMPLOY AN ATTORNEY OR ATTORNEYS TO PROTECT OR ENFORCE ITS RIGHTS, REMEDIES AND RECOURSES UNDER THIS MORTGAGE, AND TO ADVISE AND DEFEND BENEFICIARY AND/OR THE SERVICER WITH RESPECT TO ANY SUCH ACTIONS. THE GRANTOR SHALL REIMBURSE BENEFICIARY AND/OR THE SERVICER FOR THEIR RESPECTIVE OUT-OF-POCKET ATTORNEYS' FEES AND EXPENSES (INCLUDING EXPENSES AND COSTS FOR EXPERTS) WITHIN TEN (10) BUSINESS DAYS AFTER A WRITTEN DEMAND THEREFOR, WHETHER ON A MONTHLY OR OTHER TIME INTERVAL, AND WHETHER OR NOT AN ACTION IS ACTUALLY COMMENCED OR CONCLUDED; PROVIDED, HOWEVER, THE GRANTOR SHALL NOT BE LIABLE FOR THE EXPENSES OF MORE THAN ONE LEGAL COUNSEL FOR THE BENEFICIARY AND THE SERVICER, UNLESS THE BENEFICIARY AND THE SERVICER SHALL HAVE REASONABLY CONCLUDED THAT THE POSITIONS OF THE SERVICER AND THE BENEFICIARY ARE IN CONFLICT. ALL OTHER REIMBURSEMENT AND INDEMNITY OBLIGATIONS HEREUNDER SHALL BECOME DUE AND PAYABLE WHEN ACTUALLY INCURRED BY THE BENEFICIARY AND/OR THE SERVICER. ANY PAYMENTS NOT MADE WITHIN TEN (10) BUSINESS DAYS AFTER WRITTEN DEMAND THEREFOR SHALL BEAR INTEREST AT THE DEFAULT RATE FROM THE DATE OF SUCH DEMAND UNTIL FULLY PAID. THE PROVISIONS OF THIS SECTION 5.18 SHALL SURVIVE REPAYMENT OF THE INDEBTEDNESS AND PERFORMANCE OF THE OBLIGATIONS, THE RELEASE OF THE LIEN OF THIS MORTGAGE, ANY FORECLOSURE (OR ACTION IN LIEU OF FORECLOSURE), THE TRANSFER BY THE GRANTOR OF ANY OR ALL OF ITS RIGHT, TITLE AND INTEREST IN OR TO THE PROPERTY AND THE EXERCISE BY BENEFICIARY OR THE SERVICER OF ANY AND ALL REMEDIES SET FORTH HEREIN.

Section 5.19. Secured Amount; Cross Collateralization. The maximum amount of principal debt secured by this Mortgage, not including funds disbursed to protect the security of this Mortgage, shall not exceed at any one time \$1,066,300,000, as set forth in that certain Cross-Collateralization and Cross-Default Agreement dated the date hereof among Beneficiary, Grantor and the other Members of the Obligated Group.

Section 5.20. Release. Upon the earlier of (i) payment in full of the Debt and (ii) a Release of the Property pursuant to the Loan Agreement, Beneficiary will release the lien of this Mortgage. Grantor will pay Beneficiary's reasonable costs incurred in releasing this Mortgage.

ARTICLE 6

[RESERVED]

ARTICLE 7

STATE SPECIFIC PROVISIONS

In the event of any inconsistencies between the terms and conditions of this Article 7 and the other terms and conditions of this Mortgage, the terms and conditions of this Article 7 shall control and be binding.

Section 7.01. Acceleration; Remedies. At any time during the existence of an Event of Default, Beneficiary, at Beneficiary's option, may declare all of the Debt to be immediately due and payable without further demand, and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by Illinois law or provided in this Mortgage, the Loan Agreement or in any other Loan Document. The Debt will include, Beneficiary will be entitled to collect, and any decree which adjudicates the amount secured by this Mortgage will include, all costs and expenses incurred in

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pursuing such remedies, including attorneys' fees and costs, costs of documentary evidence, abstracts and title reports, any of which may be estimated to reflect the costs and expenses to be incurred after the entry of such a decree.

Section 7.02. Release. Upon payment and performance in full of the Debt or a Release of the Property pursuant to the Loan Agreement, Beneficiary will release the lien of this Mortgage. Grantor will pay Beneficiary's reasonable costs incurred in releasing this Mortgage.

Section 7.03. Waiver of Homestead and Redemption. Grantor releases and waives all rights under the homestead and exemption laws of the State of Illinois. Grantor acknowledges that the Property does not include "agricultural real estate" or "residential real estate" as those terms are defined in 735 ILCS 5/15-1201 and 5/15-1219. Pursuant to 735 ILCS 5/15-1601(b), Grantor waives any and all rights of redemption from sale under any order of foreclosure of this Mortgage, or other rights of redemption, which may run to Grantor or any other Owner of Redemption, as that term is defined in 735 ILCS 5/15-1212. Grantor waives all rights of reinstatement under 735 ILCS 5/15-1602 to the fullest extent permitted by Illinois law.

Section 7.04. Maximum Amount of Debt. Notwithstanding any provision to the contrary in this Mortgage, the Note or any other Loan Document which permits any additional sums to be advanced on or after the date of this Mortgage, whether as additional loans or for any payments authorized by this Mortgage, the total amount of the principal component of the Debt will not at any time exceed 300% of the original principal amount of the Note set forth on the first page of this Mortgage.

Section 7.05. Illinois Collateral Protection Act. Unless Grantor provides Beneficiary with evidence of the insurance coverage required by the Loan Documents, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest in the Property. This insurance may, but need not, protect Grantor's interests. The coverage that Beneficiary purchases may not pay any claim that Grantor may make or any claim that is made against Grantor in connection with the Property. Grantor may cancel any insurance purchased by Beneficiary, but only after providing Beneficiary with evidence that Grantor has obtained insurance as required by the Loan Documents. If Beneficiary purchases insurance for the Property, Grantor will be responsible for the costs of that insurance, including interest and any other charges that Beneficiary may impose in connection with the placement of such insurance, until the effective date of the cancellation or expiration of such insurance. Without limitation of any other provision of this Mortgage, the cost of such insurance will be added to the cost of the Debt secured hereby. The cost of such insurance may be more than the cost of insurance Grantor may be able to obtain on its own.

Section 7.06. Applicability of Illinois Mortgage Foreclosure Law. To ensure the maximum degree of flexibility of the Loan Documents under the Illinois Mortgage Foreclosure Law, if any provision of this Mortgage is inconsistent with any applicable provision of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15-101, et seq., as amended from time to time ("Act"), the provisions of the Act will take precedence over the provisions of this Mortgage, but the Act will not invalidate or render unenforceable any other provision of this Mortgage that can be fairly construed in a manner consistent with the Act. Without in any way limiting any of the Beneficiary's rights, remedies, powers and authorities provided in this Mortgage or otherwise, and in addition to all of such rights, remedies, powers and authorities, Beneficiary will also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act. If any provision of this Mortgage will grant to Beneficiary any rights, remedies, powers or authorities upon default of the Grantor which are more limited than what would be vested in Beneficiary under the Act in the absence of such provision, Beneficiary will have such rights, remedies, powers and authorities that would be otherwise vested in it under the Act. Without limitation, all expenses (including attorneys' fees and costs) incurred by Beneficiary to the extent

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reimbursable under 735 ILCS 5/15-1510, 5/15-1512 or any other provision of the Act, whether incurred before or after any judgment of foreclosure, will be added to the Debt and included in the judgment of foreclosure.

Section 7.07. **WAIVER OF TRIAL BY JURY.**

- (a) **GRANTOR AND BENEFICIARY EACH COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS GRANTOR AND BENEFICIARY THAT IS TRIABLE OF RIGHT BY A JURY.**
- (b) **GRANTOR AND BENEFICIARY EACH WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.**

Section 7.08. **This Mortgage Secures Future Advances.** If and to the extent that any portion of the Debt is to be advanced from and after the date of the making of the Loan, Beneficiary agrees to make such advances in accordance with the terms and conditions of the Loan Agreement, which has been executed contemporaneously with this Mortgage, and such amounts will be a Lien from the date of recordation of this Mortgage as provided in 5/15-1302(b)(1) of the Act.

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IN WITNESS WHEREOF, the Grantor has executed this Mortgage as of the day and year first above written.

MORTON GROVE AFFORDABLE LLC, an
Illinois limited liability company

By: _____

Name: Todd Travis

Title: Authorized Signatory

STATE OF NEW YORK)
COUNTY OF NEW YORK)

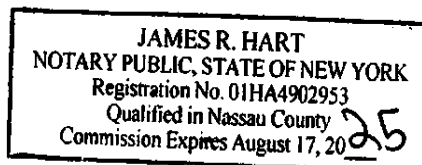
On the 4th day of August, in the year 2022, before me, JAMES R. HART, the undersigned, personally appeared Todd Travis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Notary

My Commission expires:

(SEAL)



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EXHIBIT A

DESCRIPTION OF REAL PROPERTY

[To be provided by title company]

Property of Cook County Clerk's Office

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THE NORTH 58 FEET OF THE SOUTH 65 FEET OF THE EAST 250 FEET (AS MEASURED ON THE SOUTH LINE) OF LOT 6 (EXCEPT THE EAST 40 FEET CONDEMNED FOR WAUKEGAN ROAD) IN DILG'S SUBDIVISION BEING A SUBDIVISION OF THE NORTH 1/3 OF THE SOUTHEAST QUARTER; THE SOUTH 303.6 FEET OF THE NORTH 660 FEET OF THE SOUTHWEST QUARTER; THE SOUTH 220 FEET LYING EAST OF THE CENTER OF WAUKEGAN (NORTH BRANCH) ROAD OF THE NORTH 880 FEET OF THE SAID SOUTHWEST QUARTER; AND THE 458.6 FEET LYING SOUTH AND ADJOINING THE NORTH 660 FEET OF SAID SOUTHWEST QUARTER AND LYING BETWEEN THE CENTER OF WAUKEGAN (NORTH BRANCH) ROAD AND THE WEST LINE OF THE OLD TELEGRAPH ROAD; ALL BEING IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1902 IN BOOK 83 OF PLATS PAGE 33 AS DOCUMENT NUMBER 3272375, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 6 IN DILG'S SUBDIVISION, LYING EAST OF THE EAST LINE OF GOLF ROAD ADDITION, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING SOUTH OF A STRIP OF LAND 175 FEET IN WIDTH, THE SOUTHERLY LINE OF WHICH IS DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 6 (BEING THE CENTER LINE OF WAUKEGAN (NORTH BRANCH) ROAD) 175 FEET SOUTH OF THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH LINE OF THE NORTH 1/3 OF SAID SOUTHWEST QUARTER; THENCE WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/3 A DISTANCE OF 131.28 FEET; THENCE NORTHWESTERLY A DISTANCE OF 1835.49 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 6, AT A POINT WHICH IS 185.11 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 6 (EXCEPTING THEREFROM THE SOUTH 65 FEET OF THE EAST 250 FEET OF SAID LOT 6), SAID DILG'S SUBDIVISION BEING A SUBDIVISION OF THE NORTH 1/3 OF THE SOUTHEAST QUARTER; THE SOUTH 303.6 FEET OF THE NORTH 660 FEET OF THE SOUTHWEST QUARTER; THE SOUTH 220 FEET LYING EAST OF THE CENTER OF WAUKEGAN (NORTH BRANCH) ROAD OF THE NORTH 880 FEET OF THE SAID SOUTHWEST QUARTER; AND THE 458.6 FEET LYING SOUTH AND ADJOINING THE NORTH 660 FEET OF SAID SOUTHWEST QUARTER AND LYING BETWEEN THE CENTER OF WAUKEGAN (NORTH BRANCH) ROAD AND THE WEST LINE OF THE OLD TELEGRAPH ROAD; ALL BEING IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1902 IN BOOK 83 OF PLATS PAGE 33 AS DOCUMENT NUMBER 3272375, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 2 CREATED BY THAT CERTAIN GRANT OF EASEMENT DATED SEPTEMBER 1, 1978, AND RECORDED SEPTEMBER 7, 1978, AS DOCUMENT NUMBER 24617454 BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1977, AND KNOWN AS TRUST NUMBER 53298 TO PIONEER BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 19, 1965, AND KNOWN AS TRUST NUMBER 14948 OVER THE FOLLOWING DESCRIBED LAND:

A PART OF LOTS 3, AND 4 AND A PART OF SAYRE AVENUE IN STANLEY AND ANNA BARNES RESUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHWEST CORNER OF SAID STANLEY AND ANNA BARNES RESUBDIVISION; THENCE EAST ALONG THE NORTH LINE OF SAID STANLEY AND ANNA BARNES RESUBDIVISION A DISTANCE OF 262.26 FEET TO A POINT ON THE WEST LINE OF THE NORTH 58 FEET OF THE SOUTH 64 FEET OF THE EAST 250 FEET OF LOT 6 IN DILG'S SUBDIVISION OF THE NORTH 1/3 OF THE SOUTH EAST 1/4 OF SAID SECTION 18; THENCE SOUTH ALONG SAID WEST LINE OF THE NORTH 58 FEET OF THE SOUTH 65 FEET OF THE EAST 250 FEET OF SAID LOT 6 IN DILG'S SUBDIVISION A DISTANCE 5.89 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE WESTERLY A DISTANCE OF 262.26 FEET TO A POINT ON THE WEST LINE OF SAID STANLEY AND ANNA BARNES RESUBDIVISION SAID POINT BEING 5.25 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH ALONG SAID WEST LINE OF LOT 4 IN STANLEY AND ANNA BARNES RESUBDIVISION A DISTANCE OF 5.25 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR UNDERGROUND WATER LINE AS CREATED BY GRANT RECORDED MARCH 7, 1978, AS DOCUMENT NUMBER 24353649.

Property of Cook County Clerk's Office