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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2402615006\*

Doc# 2402615006 Fee \$103.00

RHSP FEE:\$18.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/26/2024 10:10 AM PG: 1 OF 27

The property identified as: **PIN:** 17-09-423-087-0000

**Address:**

**Street:** 55 W Wacker Dr

**Street line 2:**

**City:** Chicago

**State:** IL

**ZIP Code:** 60601

**Lender:** Firsttrust Bank

**Borrower:** 55 Wacker 2nd, LLC, 55 Wacker Upper LLC & 55 Wacker Upper 2 LLC

**Loan / Mortgage Amount:** \$1,717,497.00

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:** 695AA3E8-8664-4334-BF14-65DDF3389B29

**Execution date:** 10/2/2023

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Prepared by:  
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After Recording Return to:  
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Philadelphia, Pennsylvania 19103  
**NCS-11860139-CHI**  
**-TAB**

Loan # 5105688

PINs: 17-09-423-087-0000, 17-09-423-088-0000, 17-09-423-089-0000, 17-09-423-090-0000, 17-09-423-091-0000, 17-09-423-092-0000, 17-09-423-093-0000, 17-09-423-134-0000, 17-09-423-135-0000, 17-09-423-136-0000, 17-09-423-137-0000, 17-09-423-138-0000, 17-09-423-139-0000, 17-09-423-140-0000, 17-09-423-141-0000, 17-09-423-142-0000, 17-09-423-143-0000, 17-09-423-144-0000, 17-09-423-145-0000, 17-09-423-146-0000, 17-09-423-147-0000, 17-09-423-148-0000, 17-09-423-149-0000, 17-09-423-150-0000, 17-09-423-151-0000, 17-09-423-152-0000, 17-09-423-153-0000, 17-09-423-154-0000, 17-09-423-155-0000, 17-09-423-019-0000, 17-09-423-020-0000, 17-09-423-024-0000, 17-09-423-025-0000, 17-09-423-026-0000, 17-09-423-028-0000, 17-09-423-029-0000, 17-09-423-032-0000, 17-09-423-033-0000, 17-09-423-034-0000, 17-09-423-035-0000, 17-09-423-036-0000, 17-09-423-039-0000, 17-09-423-041-0000, 17-09-423-042-0000, 17-09-423-043-0000, 17-09-423-044-0000, 17-09-423-045-0000, 17-09-423-046-0000, 17-09-423-232-0000, 17-09-423-233-0000, 17-09-423-234-0000, 17-09-423-235-0000, 17-09-423-236-0000, 17-09-423-237-0000, 17-09-423-280-0000, 17-09-423-281-0000, 17-09-423-282-0000, 17-09-423-283-0000, 17-09-423-284-0000, 17-09-423-285-0000, 17-09-423-286-0000, 17-09-423-287-0000, 17-09-423-288-0000, 17-09-423-289-0000, 17-09-423-290-0000, 17-09-423-291-0000, 17-09-423-305-0000, 17-09-423-064-0000, 17-09-423-069-0000, 17-09-423-070-0000, 17-09-423-071-0000, 17-09-423-072-0000, 17-09-423-073-0000, 17-09-423-074-0000, 17-09-423-075-0000, 17-09-423-076-0000, 17-09-423-077-0000, 17-09-423-078-0000, 17-09-423-079-0000, 17-09-423-080-0000, 17-09-423-081-0000

## MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

THIS MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("**Mortgage**") is made as of the 2<sup>nd</sup> day of October, 2023, by **55 WACKER 2ND, LLC, 55 WACKER UPPER, LLC** and **55 WACKER UPPER 2 LLC** each an Illinois limited liability company, with an office at c/o Pearl Properties, 1425 Walnut Street, Suite 300, Philadelphia, Pennsylvania 19102 (jointly and severally, "**Mortgagor**"), in favor of **FIRSTTRUST BANK**, a Pennsylvania savings institution, with an office at 15 E. Ridge Pike, Conshohocken, Pennsylvania 19428 ("**Mortgagee**").

### WITNESSETH:

THAT pursuant to a Guaranty of even date herewith (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Guaranty**") given in connection with a loan from Mortgagee to **55 WACKER RETAIL, LLC**, an Illinois limited liability company ("**Borrower**"), in the principal sum not to exceed One Million Seven Hundred Seventeen Thousand Four Hundred Ninety-Seven and no/100 Dollars (\$1,717,497.00) (the "**Loan**"), Mortgagor has guaranteed certain obligations of Borrower; the Loan is evidenced by the Amended and Restated Mortgage Note dated July 15, 2014 (the "**Original Note**"), as previously amended, including by that certain Amendment to Mortgage Note dated on even date herewith (the "**Note Amendment**" and, together with the Original Note as previously amended and as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Note**"), payable to the Mortgagee at its office aforesaid, or at such other place as the holder thereof may designate, in

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE INSURANCE CO. AS AN ACCOMMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON TITLE.

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writing, said principal sum with interest thereon at the rate and times, in the manner, and according to the terms and conditions specified in the Note, all of which are incorporated herein by reference.

THAT the Guaranty and this Mortgage are being executed in consideration of, among other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee's execution of the Note Amendment, pursuant to which Mortgagee agreed to extend the "Maturity Date" of the Note.

NOW, THEREFORE, for securing the observance, payment, and performance by Mortgagor of all of its obligations and liabilities to Mortgagee under the Guaranty, and in consideration of the indebtedness, and as security for payment to Mortgagee of the principal, with interest, and all other sums provided for in the Note and in this Mortgage, according to their respective terms and conditions, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein, in an unrecorded Loan Agreement between Borrower and Mortgagee bearing even date (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "**Loan Agreement**"), and in the Note, and as security for any renewals, extensions, amendments, alterations and modifications hereof or thereof, including, without limitation, amendments, alterations and modifications executed by Borrower and Mortgagee that increase the principal amount of the Note, increase the rate of interest payable under the terms of the Note, or are otherwise materially prejudicial to the holder of any other lien that encumbers the Mortgaged Property (as defined below) Mortgagor hereby grants, conveys and mortgages unto the Mortgagee all of those certain parcels of real estate (the "**Real Estate**") described in **Exhibit "A"** attached hereto and made a part hereof. All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Loan Agreement.

## TOGETHER WITH:

- (1) any and all buildings and improvements erected or hereafter erected on the Real Estate (the "**Improvements**");
- (2) any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the Real Estate or the buildings and improvements to be erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate on the Real Estate, whether or not the personal property is or shall be affixed thereto;
- (3) all building materials, fixtures, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with, construction of any buildings and improvements;
- (4) any and all tenements, hereditaments and appurtenances belonging to the Real Estate or any part thereof hereby mortgaged or intended so to be, or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses and all easements and covenants now existing or hereafter created for the benefit of the Mortgagor or any subsequent owner or tenant of the Real Estate over ground adjoining the Real Estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom (collectively, the

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"Rents"), and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of the Mortgagor in and to the Real Estate or any part thereof;

(5) all leases, subleases, rental agreements, license agreements, lettings, concessions and/or other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Real Estate and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Mortgagor of any petition for relief under Title 11 U.S.C.A. § 101 et seq. and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the "**Bankruptcy Code**") (the "**Leases**") and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, to the extent assignable, any guaranties of the lessees' obligations thereunder, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues, and profits (including all oil and gas or other mineral royalties and bonuses) from the Real Estate and/or the Improvements whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the same to the payment of the indebtedness secured hereby;

(6) all reserves, escrows and deposit accounts maintained by Mortgagor with respect to the Mortgaged Property; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(7) the proceeds (including, without limitation, insurance proceeds and any refunds of tax payments or assessments) or replacements of any of the foregoing;

(8) all building permits and other municipal permits and approvals heretofore or hereafter issued by any governmental authority with respect to all or any portion of the Real Estate or any building or improvement now or hereafter located thereon;

(9) all plans, drawings, renderings and specifications now or hereafter existing with respect to the Real Estate and any improvements constructed or to be constructed thereon;

All of the above-mentioned real estate, improvements, personal property, Rents and other property and interests are sometimes collectively referred to herein as the "**Mortgaged Property.**"

ALSO TOGETHER WITH any and all awards heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for taking or damaging by eminent domain (i) the whole or any part of the Mortgaged Property or (ii) any easement affecting the Mortgaged Property or any part thereof, including any awards for any changes of grade of streets, all of which awards are hereby assigned to the Mortgagee, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same (after deducting any attorney's fees and other costs of collecting the funds) toward the payment of the amount owing on account of this Mortgage and the Note, notwithstanding the amount

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owing thereon may not then be due and payable, provided that any award in excess of the amount owing under the Note shall be the property of Mortgagor. Mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to Mortgagee, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever. Mortgagor further agrees to give Mortgagee immediate notice of the actual or threatened commencement of any proceedings in the nature of eminent domain affecting all or any part of the Mortgaged Property and to deliver promptly to Mortgagee copies of all papers served upon Mortgagor in connection with any such proceedings. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval, which approval shall not be unreasonably withheld.

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or mentioned and intended so to be, unto Mortgagee, to its own use forever.

PROVIDED ALWAYS, and this instrument is upon the express condition that, if Mortgagor pays to Mortgagee the principal sum mentioned in the Note, the interest thereon and all other sums payable by Mortgagor to Mortgagee as are secured hereby, in accordance with the provisions of the Note and this Mortgage, at the times and in the manner specified, without deduction, fraud or delay, and if Mortgagor performs and complies in all material respects with all of the agreements, conditions, covenants, provisions and stipulations contained herein, in the Loan Agreement and in the Note, then this Mortgage and the estate hereby granted shall cease and become void and Mortgagee shall execute, acknowledge and deliver to Mortgagor a mortgage satisfaction piece in accordance with applicable law.

MORTGAGOR COVENANTS with the Mortgagee that until the indebtedness secured hereby is fully repaid:

1. Performance; Assignment of Leases and Rents.

1.1. Mortgagor shall pay to Mortgagee, in accordance with the terms of the Guaranty and this Mortgage, all sums which shall become due and payable therein set forth; and shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Guaranty and this Mortgage.

1.2. Mortgagor hereby absolutely and unconditionally assigns to Mortgagee Mortgagor's right, title and interest in and to all current and future Leases and the rents therefrom; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this section and the terms of the Loan Agreement, Lender grants to Borrower a revocable license to collect and receive the rents from such Leases. Borrower shall hold such rents, or a portion thereof sufficient to discharge all current sums due on the indebtedness secured hereby, for use in the payment of such sums.

2. Maintenance of Mortgaged Property.

Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property; shall not remove, demolish, or alter the structural character of



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any building erected at any time on the Mortgaged Property, without the prior written consent of Mortgagee; shall not permit the Mortgaged Property to become vacant, deserted or unguarded, and shall maintain the Mortgaged Property in good condition and repair, reasonable wear and tear excepted, making, as and when necessary, all repairs of every nature.

### 3. Insurance.

3.1. Mortgagor, at its sole cost and expense, shall insure and keep insured the Mortgaged Property against such perils and hazards, and in such amounts and with such limits, as Mortgagee may from time to time reasonably require, and, in any event, including:

3.1.1. Insurance against loss to the Mortgaged Property on an "all risk" policy form, covering insurance risks no less broad than those covered under a Standard Multi Peril (SMP) policy form, which contains the most recent Commercial ISO "Causes of Loss-Special Form," and such other risks as Mortgagee may reasonably require, including, but not limited to, insurance covering the cost of demolition of undamaged portions of any portion of the Mortgaged Property when required by code or ordinance and the increased cost of reconstruction to conform with current code or ordinance requirements, in amounts equal to the full replacement cost of the Mortgaged Property (other than the Real Estate), including fixtures and equipment, mortgagor's interest in leasehold improvements, and the cost of debris removal, with an agreed amount endorsement, inflation guard endorsement and deductibles of not more than \$5,000.00;

3.1.2. Rent and rental value/extra expense insurance (if the Mortgaged Property is tenant occupied) in amounts sufficient to pay during any period in which the Mortgaged Property may be damaged or destroyed, on a gross rents basis for a period of twelve (12) months (x) all Rents and (y) all amounts (including, but not limited to, all taxes, assessments, utility charges and insurance premiums) required to be paid by Mortgagor or by tenants of the Mortgaged Property and not Rents;

3.1.3. Business interruption/extra expense insurance (if the Mortgaged Property is owner occupied) in amounts sufficient to pay during any period in which the Mortgaged Property may be damaged or destroyed, on a gross income basis for a period of twelve (12) months or such greater time as Mortgagee may deem appropriate (x) all business income derived from the Mortgaged Property and (y) all amounts (including, but not limited to, all taxes, assessments, utility charges and insurance premiums) required to be paid by Mortgagor;

3.1.4. Broad form boiler and machinery insurance including business interruption/extra expense and rent and rental value insurance, on all equipment and objects customarily covered by such insurance and/or involved in the heating, cooling, electrical and mechanical systems of the Mortgaged Property (if any are located at the Mortgaged Property), providing for full repair and replacement cost coverage, and other insurance of the types and in amounts as Mortgagee may reasonably require, but in no event less than that customarily carried by persons owning or operating like properties;

3.1.5. During the making of any alterations or improvements to the Mortgaged Property, (x) insurance covering claims based on the owner's or employer's contingent liability not covered by the insurance provided in Section 3.1.7 below and (y) workers' compensation insurance covering all persons engaged in such alterations or improvements;

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3.1.6. Insurance against loss or damage by flood or mud slide in compliance with the Flood Disaster Protection Act of 1973, as amended from time to time, if the Mortgaged Property is now, or at any time while the indebtedness secured by this Mortgage remains outstanding shall be, situated in any area which an appropriate governmental authority designates as a special flood hazard area, in amounts equal to the full replacement value of all above grade structures on the Mortgaged Property that are situated in such area;

3.1.7. Commercial general public liability insurance, with the location of the Mortgaged Property designated thereon, against death, bodily injury and property damage arising on, about or in connection with the Mortgaged Property, with Mortgagor listed as the named insured, with such limits as Mortgagee may reasonably require (but in no event less than \$1,000,000 and written on the most recent Standard "ISO" occurrence basis form or equivalent form, excess umbrella liability coverage with such limits as the Mortgagee may reasonably require but in no event less than \$4,000,000, and, if any construction of new improvements occurs after execution of this Mortgage, completed operations coverage for a period of one year after construction of the improvements has been completed;

3.1.8. Such other insurance relating to the Mortgaged Property and the uses and operation thereof as Mortgagee may, from time to time require in the exercise of good faith, including, but not limited to dramshop, products liability and workers' compensation insurance.

3.1.9. All insurance shall: (i) be carried in companies with a Rating of A or better and a Financial Size Category of Class VII or higher, as set forth in the most recently published Best's Key Rating Guide, or otherwise acceptable to Mortgagee; (ii) be in form and content acceptable to Mortgagee; (iii) provide thirty (30) days' advance written notice to Mortgagee before any cancellation, material modification or notice of non-renewal; and (iv) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. All physical damage policies and renewals shall contain a mortgage clause acceptable to Mortgagee naming Mortgagee as mortgagee and loss payee, which clause shall expressly state that any breach of any condition or warranty by Mortgagor shall not prejudice the rights of Mortgagee under such insurance, and a loss payable clause in favor of Mortgagee for personal property, contents, inventory, equipment, loss of rents and business interruption. All liability policies and renewals shall name Mortgagee as an additional insured. No additional parties shall appear in the mortgagee or loss payable clause without Mortgagee's prior written consent. All deductibles shall be in amounts acceptable to Mortgagee. In the event of the foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in full or partial satisfaction of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to all insurance policies and renewals thereof then in force shall pass to such purchaser or grantee. If the insurance, or any part thereof, shall expire, or be withdrawn, or become void or unsafe by reason of Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the value or impairment of the capital of any company in which the insurance may then be carried, or if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance that satisfies the requirements of this Article 3.

3.2. Any notice pertaining to insurance and required pursuant to this Article 3 shall be given in the manner provided in Article 14 at Mortgagee's address stated above (Attention: Commercial Real Estate Department). The insurance shall be evidenced by the

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original policy or a true and certified copy of the original policy or Evidence of Property (with respect to a policy of property insurance), or a Certificate of Insurance (in the case of liability insurance). Mortgagor shall use its best efforts to deliver originals of all policies and renewals (or certificates evidencing the same), marked "paid," to Mortgagee at least thirty (30) days before the expiration of existing policies and in any event, Mortgagor shall deliver originals of such policies or certificates to Mortgagee at least fifteen (15) days before the expiration of existing policies. If Mortgagee has not received satisfactory evidence of such renewal or substitute insurance in the time frame specified herein, Mortgagee shall have the right, but not the obligation, to purchase such insurance for Mortgagee's interest only and, if Mortgagee exercises such right, Mortgagee shall give notice thereof to Mortgagor. Any amounts so disbursed by Mortgagee pursuant to this Article 3 shall be a part of the indebtedness secured hereby, shall be immediately payable by Mortgagor to Mortgagee and shall bear interest at a rate (the "**Default Rate**") of three percent (3%) per annum higher than the rate of interest specified in the Note. Nothing contained in this Article 3 shall require Mortgagee to incur any expense or take any action hereunder, and inaction by Mortgagee shall never be considered a waiver of any right accruing to Mortgagee on account of this Article 3.

3.3. Mortgagor shall not carry any separate insurance on the Mortgaged Property concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Mortgagee's prior written consent and any such policy shall have attached a standard non-contributing mortgagee clause, with loss payable to Mortgagee, and shall meet all other requirements set forth herein.

3.4. Mortgagor shall give immediate notice of any loss to Mortgagee. In case of loss covered by any of such policies, Mortgagee is authorized to adjust, collect and compromise in its discretion all claims thereunder and in such case Mortgagor agrees to sign upon demand, or Mortgagee may sign or endorse on Mortgagor's behalf, all necessary proofs of loss, receipts, releases and other papers required by the insurance companies to be signed by Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact solely for the purposes set forth in the preceding sentence. Each insurance company is hereby authorized and directed (which direction is hereby declared to be irrevocable until the Note is paid in full) to make payment of 100% of all such losses directly to Mortgagee alone. After deducting from such insurance proceeds any reasonable expenses incurred by Mortgagee in the collection and settlement thereof, including without limitation reasonable attorneys' and adjusters' fees and charges, Mortgagee (subject to the provisions of Section 3.5 below) shall apply the net proceeds, at its election, to reduction of the indebtedness secured hereby or to restoration or repair of the property damaged. If Mortgagee becomes the owner of the Mortgaged Property or any part thereof by foreclosure or otherwise, such policies, including all right, title and interest of the Mortgagor thereunder, shall become the absolute property of Mortgagee. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

3.5. Notwithstanding any provisions of Section 3.4 above, in the event the Mortgaged Property, or any portion thereof, is damaged by fire or other casualty covered by insurance or is taken by any governmental or quasi-governmental authority through the exercise of its powers of eminent domain, Mortgagee will make the insurance proceeds or condemnation award for such taking (collectively, the "**Proceeds**") available to Mortgagor for either repair or reconstruction; or both, of the Mortgaged Property on the following terms and conditions:



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3.5.1. The work will be performed (i) by a reputable general contractor satisfactory to Mortgagee in the good faith exercise of Mortgagee's business judgment, (ii) pursuant to plans and specifications satisfactory to Mortgagee, in the good faith exercise of Mortgagee's business judgment, and (iii) in compliance with all applicable permits and authorizations, with all building and zoning laws then in effect and applicable to the Mortgaged Property and with all other requirements of all governmental authorities having jurisdiction and of any national or local board of fire underwriters or any other body hereafter exercising functions similar to those of any of the foregoing.

3.5.2. The Proceeds will be held by Mortgagee, to be disbursed in accordance with Mortgagee's then-current standards and requirements for construction lending.

3.5.3. If the entire Proceeds are not used for repair or restoration, the excess Proceeds may, at Mortgagee's option, be applied on account of the indebtedness secured by this Mortgage. If the cost of the work is reasonably anticipated by Mortgagee to exceed the available Proceeds, Mortgagor will deposit the amount of the excess with Mortgagee, which funds so deposited by Mortgagor shall be disbursed prior to disbursement of the Proceeds.

Notwithstanding the foregoing provisions of this Section 3.5, if (i) the building on the Real Estate is totally destroyed or cannot, in Mortgagee's good faith opinion, be fully repaired or restored prior to the scheduled maturity of the Note or (ii) at the time of the occurrence there exists an Event of Default, or (iii) as a result of such occurrence any lease is terminated, this Section 3.5 shall not apply to the Proceeds attributable thereto and the otherwise applicable provisions of this Mortgage shall apply instead.

## 4. Taxes and Other Charges.

4.1. Mortgagor shall pay when due and payable, and before interest or penalties are due thereon, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied, or filed at any time against Mortgagor, the Mortgaged Property or any part thereof or against the interest of Mortgagee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale. Mortgagor shall produce to Mortgagee not later than such dates receipts for the payment thereof; provided that if the Mortgagor in good faith and by appropriate legal action shall contest the validity of any such item, or the amount thereof, and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in the amount of such disputed taxes plus such interest and penalties that Mortgagee in good faith estimates shall accrue under applicable law and regulations during the pendency of such appeal, then Mortgagor shall not be required to pay the item or to produce the required receipts while the reserve is maintained and so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

4.2. Mortgagor shall give Mortgagee a copy of each notice that Mortgagor receives from the taxing authority evidencing an increase in the assessed value of the Mortgaged Property for real estate tax purposes and of all appeals filed by Mortgagor contesting a proposed increase of, or seeking to obtain a reduction of, such assessed value. After the occurrence of any Event of Default, Mortgagee may participate in, or initiate, prosecute, settle and compromise, any

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real estate tax assessment appeal affecting all or any portion of the Mortgaged Property, and Mortgagor hereby irrevocably appoints any officer of Mortgagee as Mortgagor's attorney-in-fact to execute, on Mortgagor's behalf, any document that Mortgagee determines to be necessary or desirable in connection with any such assessment appeal.

## 5. Installments for Insurance, Taxes and Other Charges.

Without limitation of anything else herein contained, Mortgagor, shall pay to Mortgagee monthly at the time when the monthly installment of principal and interest is payable, an amount equal to one-twelfth (1/12) of the annual premiums for insurance required pursuant to Section 3.1.1 above and the annual real estate taxes, water and sewer rents, any special assessments, charges or claims and any other item which at any time may be or become a lien upon the Mortgaged Property prior to the lien of this Mortgage; and on demand from time to time Mortgagor shall pay to Mortgagee any additional sums necessary to pay such taxes and other items, all as reasonably estimated by Mortgagee. The amounts so paid shall be security for payment of such taxes and other items and shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of this Mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee from time to time may waive and after any such waiver may reinstate the provisions of this Section requiring the monthly payments.

## 6. Security Agreement.

This Mortgage constitutes a security agreement and an authenticated document under the Uniform Commercial Code and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants to Mortgagee a security interest in the personal property and other property (other than real property) included in the Mortgaged Property and all replacements of, substitutions for, and additions to such property and the proceeds thereof including the interests conveyed to Mortgagee pursuant to a certain Assignment of Rents, Lease, and Profits with respect to the Mortgaged Property, of even date, given by Mortgagor to Mortgagee as further security for the Note. Mortgagor hereby authorizes Mortgagee to, file and refile (at Mortgagor's expense) any financing or continuation statements or other security agreements Mortgagee may require from time to time to perfect, confirm or maintain the lien of this Mortgage with respect to such property. A photocopy of a financing statement shall be effective as an original. Mortgagor covenants with Mortgagee that Mortgagor shall not remove from the Mortgaged Property any personal property or equipment owned by Mortgagor that is used or useful in connection with the operation of the Mortgaged Property other than with Mortgagee's prior written consent of Mortgagee, which consent shall not unreasonably be withheld or delayed and which consent shall not be required if the personal property or equipment that is removed is worn or obsolete and is promptly replaced with like personal property or equipment that is new.

## 7. Compliance with Law and Regulations.

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7.1. Mortgagor shall comply with all laws, ordinances, regulations and orders of all Federal, State, municipal and other governmental authorities relating to the Mortgaged Property.

7.2. For purposes of this Mortgage, the term "**Environmental Laws**" means any and all applicable Federal, State and local environmental statutes, laws, ordinances, rules and regulations, whether now existing or hereafter enacted, together with all amendments, modifications, and supplements thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §9601, as amended by the Superfund Amendments and Re-authorization Act of 1986 (Pub. L. No. 99-499, 100 Stat. 1613 (1986) (SARA) or 40 CFR Part 261, whichever is applicable) and the Illinois Environmental Protection Act, Illinois Compiled Statutes, Chapter 415, Section 5/1 et. seq. and the term "**Hazardous Substance**" means all contaminants, hazardous substances, pollutants, hazardous waste, residual waste, solid waste, or similar substances or wastes which may be the subject of any Environmental Law.

7.3. Mortgagor represents and warrants to Mortgagee that:

7.3.1. To the best of Mortgagor's knowledge and except as disclosed on that certain Phase One Environmental Site Assessment (Project No. 20160035) dated February 5, 2016, 2016, prepared by Environmental Solutions, Inc. (the "**Environmental Report**"), no Hazardous Substance or petroleum products are located on the Mortgaged Property (other than those that are reasonably necessary for the operation of the Mortgaged Property or the conduct of the business or businesses that are conducted or intended to be conducted thereon and that are appropriately stored in proper containers, in compliance with all applicable Environmental Laws).

7.3.2. To the best of Mortgagor's knowledge and except as disclosed on the Environmental Report, there is no evidence of any release, discharge or pollution of or from any petroleum product or Hazardous Substance on the Mortgaged Property.

7.3.3. To the best of Mortgagor's knowledge and except as disclosed on the Environmental Report, there are no above-ground or underground tanks that have been, or are presently being, used for the storage of petroleum products.

7.3.4. Mortgagor has not been identified in any litigation, administrative proceedings or investigation as a responsible party for any liability under any Environmental Laws.

7.4. Mortgagor (i) covenants that it will not use, generate, treat, store, dispose of, or otherwise introduce any Hazardous Substance or petroleum products into or on the Mortgaged Property, and will not cause, suffer, allow, or permit anyone else to do so, in violation of any applicable Environmental Law and (ii) covenants that it will immediately give Mortgagee notice of and comply with any order, action or demand of any governmental authority, or any agency thereof, having jurisdiction over the Mortgaged Property to remove any Hazardous Substance or petroleum product from the Mortgaged Property and pay for such cleanup, removal and associated costs, fines, and penalties.

7.5. At any time Mortgagee shall have the right, but not the obligation, at any time after the occurrence of an Event of Default or if Mortgagee in good faith believes that any

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representation made in Section 7.3 above is false in any material respect or that Mortgagor has breached any covenant contained in Section 7.4 above, to conduct or cause to be conducted by any other person designated by Mortgagee, an environmental audit or similar assessment concerning the Mortgaged Property and its compliance with Environmental Laws and to ascertain the presence of Hazardous Substances on the Mortgaged Property. Mortgagor shall pay all costs and expenses associated with each such audit or assessment. Mortgagee and its designees are authorized to enter upon the Mortgaged Property to perform any such audit or assessment and to conduct all tests reasonably necessary in connection therewith, including above and below ground tests. If any such audit, assessment or other inquiry reveals the presence of any Hazardous Substances or petroleum products in breach of any representation or covenant contained in this Article or noncompliance with any Environmental Law, Mortgagee, at Mortgagor's expense, shall have the right, but not the obligation, to cause the Mortgaged Property to be treated by persons designated by Mortgagee, as is necessary in Mortgagee's opinion, to cause the Mortgaged Property to comply with Environmental Laws and to be free of such Hazardous Substances and petroleum products. Any cost or expense arising from any such audit, assessment or other inquiry and from any treatment not paid by Mortgagor may be paid by Mortgagee. Mortgagor will pay to Mortgagee immediately, and without demand, all sums of money advanced by Mortgagee pursuant to this Article, together with interest on any such advance at the Default Rate, and all such sums and interest thereon shall be secured hereby.

## 8. Inspection.

Mortgagee and any persons authorized by Mortgagee shall have the right at any time, (i) upon reasonable prior notice to Mortgagor (which notice may be written or telephonic) to enter the Mortgaged Property at a reasonable hour to inspect and photograph its condition and state of repair and (ii) upon three (3) business days' notice to Mortgagor (which notice may be written or telephonic) to inspect and copy all books, records, contracts, and other documents relating to the Mortgaged Property and its operation, which books, records, contracts and other documents, shall be made available for Mortgagee's inspection in Mortgagor's office at the address specified above.

9. Declaration of No Set-Off. Within one (1) week after being requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this Mortgage, and in a form that is provided by Mortgagee and that is duly acknowledged by Mortgagor, the amount of principal, interest and other charges then owing on the obligation secured by this Mortgage and whether there are any set-offs or defenses against it.

10. Right to Remedy Defaults. In the event that Mortgagor should (i) fail to pay taxes, assessments, water and sewer charges or other lienable claims (except in case of contest as aforesaid) or insurance premiums, (ii) fail to make necessary repairs, (iii) permit waste, or (iv) otherwise fail to comply with its obligations hereunder or under the Guaranty or any other document executed in connection with this Mortgage, then Mortgagee, at its election and without notice to Mortgagor other than as may be specifically required herein, shall have the right to make any payment or expenditure which Mortgagor should have made, or which Mortgagee deems advisable to protect the security of this Mortgage or the Mortgaged Property, without prejudice to any of Mortgagee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums, as well as costs, advanced by Mortgagee pursuant to this Mortgage shall be due immediately from Mortgagor to Mortgagee, shall be secured hereby and shall bear interest at the Default Rate from the date of payment by Mortgagee until the date of repayment.



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11. Events of Default. Any one or more of the following shall constitute an "Event of Default" hereunder:

11.1. The failure of Mortgagor to pay or perform its obligations under the Guaranty when due;

11.2. The occurrence of any "Event of Default" under the terms of the Note, the Loan Agreement or any other document executed by Borrower in connection with this Mortgage.

11.3. Mortgagor's nonperformance of or noncompliance with any of the other agreements, conditions, covenants, provisions or stipulations contained in this Mortgage within twenty (20) days after written notice thereof (but if such nonperformance or noncompliance is susceptible of being cured but such cure cannot reasonably be effected within such twenty (20) day period such nonperformance or noncompliance shall not constitute an Event of Default if Mortgagor shall commence such cure within the aforesaid twenty (20) day period and thereafter diligently pursue such cure to its completion), except that the foregoing grace period shall not be applicable in the event of any default referred to in Sections 11.4, 11.5 or 11.6 of this Article or to the breach of the covenants contained in Articles 18 or 19 below.

11.4. The entry of a decree or order for relief by a court having jurisdiction in the Mortgaged Property in respect of Mortgagor in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Mortgagor or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

11.5. The commencement by Mortgagor of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Mortgagor to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Mortgagor or for any substantial part of its property, or the making by Mortgagor of any assignment for the benefit of creditors, or the failure of Mortgagor generally to pay its debts as such debts become due.

11.6. If a final judgment for the payment of money shall be rendered against Mortgagor and, within sixty (60) days after the entry thereof, such judgment shall not have been discharged or execution thereof stayed pending appeal, or if, within sixty (60) days after the expiration of any such stay, such judgment shall not have been discharged.

Whenever a state of facts exists that, upon delivery of notice and/or expiration of an applicable cure period, constitutes an Event of Default hereunder or an Event of Default under the Note, the Loan Agreement or any other document executed in connection with the debt secured hereby, notice to Mortgagor of such state of facts under any of such documents shall constitute notice under this Mortgage and all such documents, and the cure periods, if any, afforded to Mortgagor under this Mortgage and all such documents with respect to such state of facts shall run concurrently, not consecutively.



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For purposes of Sections 11.6, 11.7 and 11.8 above, the word "Mortgagor" shall mean the party named as Mortgagor on Page 1 hereof and all its guarantors, or some or any of them.

## 12. Remedies.

12.1. Upon the happening of any Event of Default, the entire unpaid balance of principal, accrued interest and all other sums secured by this Mortgage shall become immediately due and payable, at the option of Mortgagee, without further notice or demand.

12.2. When the entire indebtedness shall become due and payable, either because of maturity or because of the occurrence of any Event of Default, or otherwise, then forthwith:

12.2.1. Foreclosure: Mortgagee may institute an action of mortgage foreclosure, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the mortgage security 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 principal debt, with interest at the rate(s) stipulated in the Note, together with all other sums due from Mortgagor and Borrower in accordance with the provisions of the Guaranty, the Note and this Mortgage, including all sums which may have been loaned by Mortgagee to Borrower after the date of this Mortgage, all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, other lienable charges or claims, insurance or repairs or maintenance after the date of this Mortgage (including the period after the entry of any judgment in mortgage foreclosure or other judgment entered pursuant to the Guaranty, the Note or this Mortgage), and all costs of suit, including counsel fees. Mortgagor

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authorizes Mortgagee at its option to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceedings instituted by Mortgagee to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property; however, nothing herein contained shall prevent Mortgagor from asserting in any proceedings disputing the amount of the deficiency or the sufficiency of any bid at such foreclosure sale that any such tenants adversely affect the value of the Mortgaged Property.

12.2.2. Post-Judgment Remedies: Mortgagor authorizes Mortgagee, at its option after entry of any judgment in mortgage foreclosure pursuant to this Mortgage and/or any judgment, by confession or otherwise, pursuant to the Guaranty or the Note, to petition the court in which such judgment was entered to reassess damages and/or modify such judgment to include (i) all sums which may have been advanced or paid by Mortgagee after the entry of such judgment for, or are otherwise due and payable for, taxes, water and sewer rents, other lienable charges or claims, reasonable attorneys' fees and costs, insurance for or repairs to or maintenance of the Mortgaged Property and (ii) additional accrued interest at the Default Rate.

12.2.3. Possession: Either Mortgagee or a receiver, as the case may be, may rent the Mortgaged Property, or any part thereof, for such term or terms and on such other terms and conditions as Mortgagee or such receiver may see fit, collect all Rents (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, apply the net Rents to the payment of taxes, water and sewer rents, other lienable charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, or in reduction of the principal or interest, or both, hereby secured, in such order and amounts as Mortgagee or said receiver may elect and for that purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any existing or future lease or leases or rights to use and occupation of the Mortgaged Property, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Any lease or leases entered into by Mortgagee or a receiver pursuant to this Section shall survive foreclosure of the Mortgage and/or repayment of the debt, except to the extent any applicable lease may provide otherwise.

12.3. Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this Mortgage or the Guaranty, as they become due, without regard to whether the principal indebtedness or any other sums secured by the Guaranty, the Note and this Mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this Mortgage or take any other action for any default by Mortgagor existing at the time the earlier action was commenced.

12.4. Any real estate sold to satisfy the indebtedness secured by this Mortgage may be sold in one parcel, as an entirety, or in such parcels and in such manner or order as Mortgagee, in its sole discretion, may elect.

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12.5. Neither the Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of the Guaranty, the Note or this Mortgage, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Property and Mortgagee extending the time of payment or modifying the terms of the Guaranty, Mortgage or Note without first having obtained the consent of Mortgagor or such other person; and in the latter event the Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee. No release of all or any part of the security as aforesaid shall in any way impair or affect the lien of this Mortgage or its priority over any subordinate lien.

12.6. With respect to the personal property in which a security interest is herein granted, Mortgagee may exercise any or all of the rights accruing to a secured party under this Mortgage, the Uniform Commercial Code as applicable in the jurisdiction in which the Mortgaged Property is located and any other applicable law. Mortgagor shall, if Mortgagee requests, assemble all such personal property and make it available to Mortgagee at a place or places to be designated by Mortgagee, which shall be reasonably convenient to Mortgagor and Mortgagee. Any notice required to be given by Mortgagee of a public or private sale, lease or other disposition of the personal property or any other intended action by Mortgagee may be personally delivered to Mortgagor or may be deposited in the United States mail with postage prepaid, duly addressed to Mortgagor at the address of Mortgagor last known to Mortgagee, at least five (5) business days prior to such proposed action, and such shall constitute reasonable and fair notice to Mortgagor of any such action.

12.7. If any provision of this Mortgage is inconsistent with any applicable provision of the Act (as defined below), the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can fairly be construed in a manner consistent with the Act.

12.8. Without in any way limiting or restricting any of Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers and authorities, Mortgagee shall also have and may exercise any and all rights, remedies, powers and authorities which the holder of a mortgage is permitted to have or exercise under the provisions of the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to Mortgagee any rights, remedies, powers or authorities upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with all of the rights, remedies, powers and authorities granted in the Act to the fullest extent permitted by law.

12.9. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee, to the extent reimbursable, under Sections 5/15-1510, 5/15-1512, or any other

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provision of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other provision of this Mortgage, shall be added to the indebtedness secured by this Mortgage and by the judgment of foreclosure.

12.10. Mortgagor waives, to the extent permitted by law, (i) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Mortgaged Property, (ii) all rights of reinstatement, redemption, valuation, appraisal, homestead, moratorium, exemption, extension, stay of execution, notice of election to mature or declare due the whole of the indebtedness secured hereby in the event of foreclosure of the liens hereby created, (iii) all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Illinois pertaining to the rights and remedies of sureties, (iv) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the indebtedness secured hereby, and (v) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order. Without limiting the generality of the preceding sentence, Mortgagor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage, hereby irrevocably waives any and all rights of reinstatement or redemption from sale or from or under any order, judgment or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Mortgagor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly waives and releases all rights to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto and to have any of the Mortgaged Property and/or any other property now or hereafter constituting security for any of the indebtedness secured hereby marshaled upon any foreclosure of this Mortgage or of any other security for any of said indebtedness. Mortgagee shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided herein. Mortgagee shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Mortgagor, on behalf of itself and all persons now or hereafter interested in the Mortgaged Property, voluntarily and knowingly hereby: acknowledges that the transaction of which this Mortgage is a part is a transaction which does not include either agricultural real estate (as defined in Section 5/15-1201 of the Illinois Mortgage Foreclosure Law, Illinois Compiled Statutes, Chapter 735, Section 5/15-1101 et. seq., herein the "Act"), or residential real estate (as defined in Section 5/15-1219 of the Act).

12.11. Mortgagee shall receive the proceeds of any sale of the Mortgaged Property and shall apply such proceeds of sale in the following order:

12.11.1. to all costs, fees, charges and expenses incurred by Mortgagee in connection with any Event of Default hereunder, the exercise of any of the rights and remedies of Mortgagee hereunder, and any such sale, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements, receiver's fees, all expenses of such sale (including sheriff's costs and title search charges), title insurance premiums, realty transfer or similar taxes and recording fees and charges;

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12.11.2. to the payment of all sums advanced by Mortgagee to preserve its security in the Mortgaged Property or the lien of this Mortgage;

12.11.3. to the payment of accrued interest and unpaid principal due under the Note (to be allocated between interest and principal due thereon in such manner as Mortgagee may in its absolute discretion determine); and

12.11.4. the balance, if any, to the persons legally entitled thereto.

13. Counsel Fees. If Mortgagee (i) becomes a party to any suit or proceeding affecting the Mortgaged Property, title to the Mortgaged Property, the lien created by this Mortgage or Mortgagee's interest therein (including any proceeding in the nature of eminent domain), (ii) engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of the Guaranty, this Mortgage or the Note or (iii) engages counsel on behalf of Mortgagee in connection with any bankruptcy, insolvency, reorganization proceeding or other similar proceeding involving Mortgagor (whether such costs, expenses or attorneys' fees incurred in the sole discretion of Mortgagee, are related to the review, determination, protection, monitoring (including attendance at meetings or hearings) or enforcement by Mortgagee of the indebtedness evidenced by the Note, including but not limited to the preparation and filing of any proof of claim and without regard to whether Mortgagee files, responds to or is a party to any application, motion or other proceeding) or (iv) engages counsel for any other purpose pertaining to the indebtedness that is secured by this Mortgage, then all of Mortgagee's costs, expenses and reasonable counsel fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor, on demand, with interest at the Default Rate and until paid such amounts shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage

14. Notices. All notices permitted or required under this Mortgage or the Note shall be in writing, and shall be (i) personally served, provided a receipt for delivery is obtained or (ii) or by a nationally recognized next day delivery service that provides receipt of delivery (iii) sent by registered or certified U.S. Postal Service mail, postage prepaid. Except as otherwise provided in Article 8 above, all notices permitted or required under this Mortgage shall be addressed to the addressee at the address set forth on the first page of this Mortgage or in the Note, or at such other address as the addressee may designate by written notice as aforesaid. Such notices shall be deemed to have been received by the addressee upon the first to occur of (a) actual receipt thereof or (b) the date on which delivery thereof by a method described in clauses (ii) or (iii) of this Article is first attempted.

15. Amendment. This Mortgage cannot be changed or amended except by an agreement in writing signed by the party against whom enforcement of the change is sought.

16. Parties Bound. This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. For purposes of this Mortgage, the neuter shall include the masculine and the feminine and the singular shall include the plural and the plural the singular, as the context may require.



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17. Interest Rate. Notwithstanding any provision contained in this Mortgage or in the Note secured hereby, Mortgagor's liability for interest shall not exceed the limits now imposed by the applicable usury law. If any clause in the Note or this Mortgage requires interest payments in excess of the highest rate permitted by the applicable usury law, the clause in question shall be deemed to require such payment at the highest interest rate allowed by the applicable usury law.

18. Other Financing. Mortgagor will not create or permit to exist any other lien on, or security interest in, any portion of the Mortgaged Property (including any furniture, fixtures, machinery and equipment used in connection therewith); will not lease any such furniture, fixtures, machinery and equipment; and will not incur any indebtedness to purchase any such furniture, fixtures, machinery and equipment, except as contemplated hereby, without the prior written consent of Mortgagee.

Mortgagor shall have no right to permit the holder of any subordinate mortgage or other subordinate lien, whether or not consented to by Mortgagee, to terminate any lease of all or a portion of the Mortgaged Property whether or not such lease is subordinate (whether by law or the terms of such lease or a separate agreement) to the lien of this Mortgage without first obtaining the prior written consent of Mortgagee. The holder of any subordinate mortgage or other subordinate lien shall have no such right, whether by foreclosure of its mortgage or lien or otherwise, to terminate any such lease, whether or not permitted to do so by Mortgagor or as a matter of law, and any such attempt to terminate any such lease shall be ineffective and void.

19. Conveyance. Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit any sale, exchange, transfer, lease (other than in the ordinary course of business) or conveyance (herein all called a "**transfer**") of the Mortgaged Property or any part thereof, or any interest therein, voluntarily or by operation of law. If Mortgagor or any member of Mortgagor is a corporation, any change in the ownership of the corporate stock of Mortgagor or of a member or the issuance of additional stock which would result in the transfer of control and management of Mortgagor or of a member shall be deemed to be a transfer of the Mortgaged Property within the meaning of this Article. If Mortgagor or any member is a partnership or limited liability company, any change in the ownership interests of Mortgagor or such member shall be deemed to be a transfer of the Mortgaged Property within the meaning of this Article. Notwithstanding the foregoing, the consent of Mortgagee shall not be required with respect to any "**Permitted Transfer**" (as defined in the Note).

20. Present and Future Advances. "**Obligor**," as used in this Mortgage, includes, without limitation, Mortgagor and all makers, co-makers, endorsers and guarantors of any of the Obligations. "**Obligations**," as used in this Mortgage, includes, without limitation, all of the debts, obligations and liabilities of whatever nature or amount, as extended, renewed, modified or amended from time to time, arising out of credit or other financial accommodations previously granted, contemporaneously granted or granted in the future by Mortgagee to or at the request of any Obligor, and all covenants, conditions and agreements contained in the Loan Agreement and in all other documents which provide evidence for, secure or relate to any of the foregoing and, to the extent not prohibited by law, costs and expenses to collect and enforce the Obligations, including reasonable attorneys' fees and costs. This Mortgage shall continue to be a lien on the Mortgaged Property while any Obligation remains unpaid, regardless of when any Obligation arises, until

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such time as this Mortgage is released or satisfied of record. Because this Mortgage secures all Obligations of all Obligors to Mortgagee, this Mortgage may secure Obligations in a greater dollar amount than the amount set forth above (provided, however, that the maximum amount to be secured by this Mortgage shall not exceed three times the amount of the loan evidenced by the Note plus the total amount of all advances made by Mortgagee to protect the Mortgaged Property and the security interest and lien created hereby). The amount set forth above is not necessarily, at any time, the actual amount of the Obligations due to Mortgagee and secured by this Mortgage.

## 21. Financial Information.

21.1. Mortgagor shall cause each person or entity guaranteeing the obligations of Mortgagor to furnish to Mortgagee, on or before May 1st of each year while such guaranty is in effect, current financial statements and a copy of such guarantor's signed Federal income tax return for the most recently concluded tax year. Such statements shall include a balance sheet and a verification of all liquid assets and shall disclose all contingent liabilities. Financial statements shall include only assets that are in the name of the guarantor alone and all liabilities of the guarantor, whether the guarantor's alone or joint and several with any other person, except that if guarantors are husband and wife, they may deliver joint financial statements. Such financial statements shall be certified as true and correct by the guarantor.

21.2. Mortgagor shall deliver to Mortgagee, within ten (10) days after each written request therefor, such other financial information as Mortgagee may reasonably request or be required to obtain pursuant to applicable governmental or supervisory authority regulations.

21.3. Mortgagor and, by their execution of any guaranty, the guarantors of Mortgagor's obligations, consent to the delivery by Mortgagee of copies of all financial information heretofore or hereafter provided to Mortgagee by them, or any of them, to any financial institution (which term shall include, without limitation, any bank, savings and loan association, pension fund, insurance company, real estate investment trust or similar investor in mortgage loans) with whom Mortgagee may negotiate for the sale by Mortgagee of a participation interest in the loan secured by this Mortgage.

21.4. If Mortgagor or any guarantor shall obtain an extension of the date by which a federal income tax return may be filed without imposition of any late-filing penalty, the delivery to Mortgagee of such signed tax return may be postponed to fifteen (15) days after the first to occur of (i) the date to which the filing of such return may so be postponed or (ii) the date when such return is filed.

## 22. Intentionally Omitted.

## 23. Intentionally Omitted.

24. Subordination of Property Management Agreement. Any property management agreement for or relating to all or any part of the Mortgaged Property, whether now in effect or entered into hereafter by Mortgagor or on behalf of Mortgagor, shall contain a

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subordination provision whereby the property manager forever and unconditionally subordinates to the lien of this Mortgage and the Loan Documents any and all mechanic's lien rights and claims that it or anyone claiming through or under it may have at any time pursuant to any statute or law, including, without limitation, Illinois Compiled Statutes, Chapter 770, Section 60/1. Such property management agreement or a short form thereof, including such subordination, shall, at Mortgagee's request, be recorded with the office of the recorder of deeds for the county in which the Mortgaged Property is located. Mortgagor's failure to cause any of the foregoing to occur shall constitute an Event of Default under this Mortgage.

25. Captions. The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

26. **WAIVER OF JURY TRIAL.**

**MORTGAGOR HEREBY WAIVES, AND MORTGAGEE BY ITS ACCEPTANCE HEREOF THEREBY WAIVES, TRIAL BY JURY IN ANY LEGAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE OR THE RELATIONSHIP EVIDENCED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ACCEPT AND RELY UPON THIS MORTGAGE.**

27. Jurisdiction. **SUBJECT TO THE PROVISIONS OF ANY APPLICABLE RULE OF CIVIL PROCEDURE TO THE CONTRARY, IN ANY LEGAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER ARISING OUT OF OR RELATED TO THIS MORTGAGE OR THE RELATIONSHIP EVIDENCED HEREBY, MORTGAGOR HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE STATE AND COUNTY IN WHICH THE MORTGAGED PROPERTY IS LOCATED AND AGREES NOT TO RAISE ANY OBJECTION TO SUCH JURISDICTION OR TO THE LAYING OR MAINTAINING OF THE VENUE OF ANY SUCH PROCEEDING IN SUCH COUNTY. MORTGAGOR AGREES THAT SERVICE OF PROCESS IN ANY SUCH PROCEEDING MAY BE DULY EFFECTED UPON IT BY MAILING A COPY THEREOF, BY REGISTERED MAIL, POSTAGE PREPAID, TO MORTGAGOR.**

28. Business Purpose. Mortgagor stipulates, represents, warrants, affirms and agrees that each of the loans and other credit obligations secured hereby constitute (i) a "business loan" within the meaning of Sections 205/4(a) or (c) of Chapter 815 of the Illinois Compiled Statutes, as amended, (ii) a loan secured by a mortgage on real estate which comes within the purview of subparagraph (1)(l) of 815 ILCS 205/4, and (iii) are exempted from transactions under the Truth-in-Lending Act, 15 U.S.C. Secs. 1601, et seq.

29. Construction. This Mortgage shall be construed in accordance with the laws of the State of Illinois.

30. Severability. Any provision of this Mortgage which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability but shall

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not invalidate or render unenforceable any other provision in this document and the remaining provisions shall stay in full force and effect

31. No Merger. It is the intention of the Mortgagee and Mortgagor that this Mortgage shall not merge into any judgment in mortgage foreclosure or other judgment entered pursuant to the Guaranty, this Mortgage or Note and that all rights, remedies, covenants, obligations, and agreements in this Mortgage shall survive the entry of such judgment or judgments.

32. Power of a Receiver. The powers of a receiver listed in 735 ILCS 5/15-1704 shall be added to all the powers of a receiver listed in this Mortgage subject to any express limitations on such powers in this Mortgage.

33. Compliance with Illinois Mortgage Foreclosure Law.

33.1 Without in any way limiting any of the Mortgagee's rights, remedies, powers and authorities under this Mortgage, and in addition to all of such rights, remedies, powers, and authorities, the Mortgagee shall also have all rights, remedies, powers and authorities permitted to the holder of a mortgage under the Act, as the same may be amended from time to time. If any provision of this Mortgage shall grant to the Mortgagee any rights, remedies, powers or authorities upon and Event of Default of the Mortgagor which are more limited than what would be vested in the Mortgagee under the Act in the absence of said provision, the Mortgagee shall have what would be vested under the Act.

33.2 Wherever provision is made in this Mortgage, the Note, the Loan Agreement or the other Loan Documents for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale.

33.3 Subject to, and to the maximum extent allowed under, the Act, all advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, of the type contemplated under Subsection b(5) of Section 15-1302 of the Act (collectively "IMFL Protective Advances"), shall have the benefit of all applicable provisions of the Act. To the maximum extent allowed under the Act, all IMFL Protective Advances shall be additional indebtedness secured by this Mortgage, and shall become-immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Loan Documents. To the maximum extent allowed under the Act, this Mortgage shall be a lien for all IMFL Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the Act.

34. Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act, Illinois Compiled Statutes, Chapter 815 ILCS 180/1 et seq., Mortgagor is hereby notified that in the event Mortgagor, at any time, fails to provide Mortgagee with evidence of the insurance coverage as required by this Mortgage or the other Loan Documents, Mortgagee may purchase the



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insurance coverage at Mortgagor's expense to protect Mortgagee's interests in the Property. Pursuant to 815 ILCS 180/10, such insurance may, but need not, protect Mortgagor's interests, and Mortgagee shall be under no obligation to so protect Mortgagor's interests. The insurance coverage that Mortgagee purchases on behalf of Mortgagor may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance coverage purchased by Mortgagee, but only after providing Mortgagee with evidence that insurance coverage has been obtained as provided for in this Mortgage and the other Loan Documents. In the event Mortgagee purchases all or any portion of the insurance coverage for the Property or as otherwise required hereunder or in the other Loan Documents, Mortgagor will be responsible for all costs and expenses of such insurance coverage, including, but not limited to, interest and any other charges imposed by Mortgagee in connection with the purchase of the insurance coverage, until the effective date of the cancellation or expiration of the insurance coverage. The costs and expenses of any insurance coverage purchased by Mortgagee shall be added to the indebtedness secured hereby. Mortgagor acknowledges that the cost of the insurance coverage purchased by Mortgagee pursuant hereto may be more than the cost of insurance that Mortgagor may be able to obtain on its own.

35. Forbidden Entity. Mortgagor hereby certifies that it is not a "forbidden entity" as that term is defined in Section 1.110.6 of the Illinois Pension Code, 40 ILCS 5/1-101 et. seq.

36. Cross-Collateralization. Mortgagor acknowledges that the indebtedness secured hereby is secured by this Mortgage together with certain additional mortgages given by Mortgagor and/or certain affiliates of Mortgagor to Mortgagee, together with their respective assignments of leases and other Loan Documents, securing or evidencing the indebtedness secured hereby, and encumbering the other individual properties, all as more specifically set forth in the Loan Agreement. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right to institute a proceeding or proceedings for the total or partial foreclosure of this Mortgage and any or all of the other mortgages whether by court action, power of sale or otherwise, under any applicable provision of law, for all of the indebtedness secured hereby or the portion of the indebtedness secured hereby allocated to the Mortgaged Property in the Loan Agreement, and the lien and the security interest created by the other mortgages shall continue in full force and effect without loss of priority as a lien and security interest securing the payment of that portion of the indebtedness secured hereby then due and payable but still outstanding. Neither the acceptance of this Mortgage, the other Loan Documents or the other mortgages nor the enforcement thereof in any one state or county, whether by court action, foreclosure, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement by court action, foreclosure, power of sale or otherwise, of the Note, this Mortgage, the other Loan Documents, or any other mortgages through one or more additional proceedings in that State or county or in any other state or county. Any and all sums received by Mortgagee under the Note, this Mortgage, and the other Loan Documents shall be applied to the indebtedness secured hereby in such order and priority as Mortgagee shall determine, in its sole discretion, without regard to the allocated loan amount for the Mortgaged Property or any other individual property or the appraised value of the Mortgaged Property or any individual property.

[Signature page follows.]



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*[Signature Page to Mortgage Securing Wacker Retail Loan]*

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

**55 W. WACKER 2ND, LLC**, an Illinois limited liability company

By:  (SEAL)  
Reed J. Slogoff, Manager

**55 WACKER UPPER, LLC**, an Illinois limited liability company

By: 1518 Spruce Partners, L.P., a Pennsylvania limited partnership, its sole member

By: Pearl Properties, LLC, a Pennsylvania limited liability company, its general partner

By:  (SEAL)  
Reed J. Slogoff, Member

**55 WACKER UPPER 2, LLC**, an Illinois limited liability company

By: 1429 Retail Partners, L.P., a Pennsylvania limited partnership, its sole member

By: 1429 Retail GP, LLC, a Pennsylvania limited liability company, its general partner

By:  (SEAL)  
Reed J. Slogoff, Member

*[Notary Acknowledgments Follow]*

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*[Notary Acknowledgment Page to Mortgage Securing Wacker Retail Loan]*

COMMONWEALTH OF PENNSYLVANIA :  
: COUNTY OF ~~PHILADELPHIA~~ *Montgomery* :

ON THIS, the 28<sup>th</sup> day of August, 2023, before me, the undersigned officer, personally appeared Reed J. Slogoff, who acknowledged himself to be the Manager of 55 WACKER 2<sup>ND</sup>, LLC, an Illinois limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such company by himself as Manager and received a true and correct copy of this instrument and of all other documents referred to therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal  
Saleeta Lewis-Pope, Notary Public  
Montgomery County  
My commission expires September 28, 2024  
Commission number 1221736  
Member, Pennsylvania Association of Notaries

*Saleeta Lewis-Pope*  
Notary Public  
My Commission Expires:  
*September 28, 2024*

COMMONWEALTH OF PENNSYLVANIA :  
: COUNTY OF ~~PHILADELPHIA~~ *Montgomery* :

ON THIS, the 28<sup>th</sup> day of August, 2023, before me, the undersigned officer, personally appeared Reed J. Slogoff, who acknowledged himself to be a Member of Pearl Properties, LLC, a Pennsylvania limited liability company, which serves as the general partner of 1518 Spruce Partners, L.P., a Pennsylvania limited partnership, which serves as the sole member of 55 WACKER UPPER, LLC, an Illinois limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such company, as such general partner, as such sole member by himself as Member and received a true and correct copy of this instrument and of all other documents referred to therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal  
Saleeta Lewis-Pope, Notary Public  
Montgomery County  
My commission expires September 28, 2024  
Commission number 1221736  
Member, Pennsylvania Association of Notaries

*Saleeta Lewis-Pope*  
Notary Public  
My Commission Expires:  
*September 28, 2024*

*[Continues on Following Page]*

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*[Notary Acknowledgment Page to Mortgage Securing Wacker Retail Loan]*

COMMONWEALTH OF PENNSYLVANIA :  
:   
COUNTY OF PHILADELPHIA *Montgomery* :

ON THIS, the 25<sup>th</sup> day of August, 2023, before me, the undersigned officer, personally appeared Reed J. Slogoff, who acknowledged himself to be a Member of 1429 Retail GP, LLC, a Pennsylvania limited liability company, which serves as the general partner of 1429 Retail Partners, L.P., a Pennsylvania limited partnership, which serves as the sole member of 55 WACKER UPPER 2, LLC, an Illinois limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of such company, as such general partner, as such sole member by himself as Member and received a true and correct copy of this instrument and of all other documents referred to therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania Notary Seal  
Saleeta Lewis-Pope, Notary Public  
Montgomery County  
My commission expires September 28, 2024  
Commission number 1221736  
Member, Pennsylvania Association of Notaries

*Saleeta Lewis-Pope*  
Notary Public  
My Commission Expires:  
*September 28, 2024*

County Clerk's Office

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## Exhibit A Legal Description

### Parcel 1:

LOTS 3E, 3F, 3G, 3H, 3J, 3K, 3L, 6D, 6E, 6F, 6G, 6H, 6J, 6L, 6M, 6N, 6Q, 7D, 7E, 7F, 7G, 7H, 7J, P3, P4, P8, P9, P10, P12, P13, P16, P17, P18, P19, P20, P23, P25, P26, P27,

P28, P29 AND P30 IN THE 55 WEST WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 17 IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 10, 2007 AS DOCUMENT 0734403102, AND LETTER OF CORRECTION RECORDED JANUARY 19, 2011 AS DOCUMENT 1101931066, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 12E, 12F, 12G, 12H, 12J, 12K, 15D, 15E, 15F, 15G, 15H, 15J, 15K, 15L, 15M, 15N, 15P, 15Q AND 19T IN THE 55 WEST WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 17 IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 10, 2007 AS DOCUMENT 0734403102, AND LETTER OF CORRECTION RECORDED JANUARY 19, 2011 AS DOCUMENT 1101931066, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 1M, 2D, 2E, 2F, 2G, 2H, 2J, 2K, 2L, 2M, 2N, 2P, 2Q AND 2R IN THE 55 WEST WACKER SUBDIVISION, BEING A SUBDIVISION OF PART OF BLOCK 17 IN THE EAST PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 10, 2007 AS DOCUMENT 0734403102, AND LETTER OF CORRECTION RECORDED JANUARY 19, 2011 AS DOCUMENT 1101931066, IN COOK COUNTY, ILLINOIS.

### PARCEL 6:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1, 2 and 3 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED DECEMBER 9, 1990 AND RECORDED AS DOCUMENT 91092145 FOR THE PURPOSE OF PROVIDING PEDESTRIAN ACCESS TO, FROM, AND THROUGH THE PLAZA (AS DEFINED IN SAID AGREEMENT) AND WALKWAY (AS DEFINED IN SAID AGREEMENT) FOR GRANTOR AND GRANTEE AND THEIR RESPECTIVE AGENTS AND FOR THE TENANTS OF GRANTOR'S BUILDING AND GRANTEE'S BUILDING AND THEIR EMPLOYEES, AGENTS AND INVITEES OVER THAT PART OF THE LAND AS DESCRIBED WITHIN SAID AGREEMENT AND AS DEPICTED ON EXHIBIT C OF SAID AGREEMENT.

### PARCEL 7:

NON-EXCLUSIVE PERMANENT AND PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCELS 1, 2 AND 3 OVER AND UPON THE COMMON PROPERTIES, AS CREATED BY DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR 55 WEST WACKER DRIVE, MADE BY 55 CHICAGO PARTNERS, LLC, DATED OCTOBER 23, 2007 AND RECORDED DECEMBER 10, 2007 AS DOCUMENT 0734403103, IN COOK COUNTY, ILLINOIS; AS AMENDED BY CERTIFICATE RECORDED OCTOBER 15, 2013 AS DOCUMENT 1328844037; AS AMENDED BY AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR 55 WEST WACKER DRIVE RECORDED OCTOBER 12, 2016 AS DOCUMENT 1628629066.