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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



Doc# 2403634026 Fee \$113.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/05/2024 12:06 PM PG: 1 OF 32

The property identified as: **PIN:** 08-21-202-075-0000

Address:

Street: 50, 100, 101, 141 and 150 NORTHWEST POINT BLVD.

Street line 2:

City: ELK GROVE VILLAGE

State: IL

ZIP Code: 60007

Lender: TORONTO DOMINION (TEXAS) LLC

Borrower: ALIGNED DATA CENTERS (EGV) PROPCO, LLC

Loan / Mortgage Amount: \$450,000,000.00

This property is located within the program area and is exempt from the requirements of 765 ILCS 177/70 et seq. because it is commercial property.

Certificate number: 100E41F0-7918-42A2-8E42-483509F64F2C

Execution date: 1/31/2024

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Prepared by and return to:

Paul Hastings LLP
Attn.: Gregory E. Spitzer, Esq. (TSB)
71 South Wacker Drive, Suite 4500
Chicago, IL 60606¹

Document title: **Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (Illinois)**

Reference numbers of related documents: N/A

Mortgagor: **ALIGNED DATA CENTERS (EGV) PROFCO, LLC**, a Delaware limited liability company

Mortgagee: **TORONTO DOMINION (TEXAS) LLC**, as collateral agent for the Secured Parties under the Credit Agreement dated as of August 25, 2021 (as amended)

Street Address (abbreviated): 50, 100, 101, 141 & 150 Northwest Point Boulevard, Elk Grove Village, IL 60007

Additional legal description is on Exhibit A of document.

Assessor's Tax Parcel Numbers: 08-21-202-075-0000; 08-21-202-076-0000, 08-22-100-016-0000, 08-21-202-082-0000, 08-21-202-083-0000 & 08-21-202-066-0000

¹ NOTE: If this Mortgage or the Notes secured by the Mortgage are in your possession, DO NOT DESTROY THEM. State law may require presentation of this Mortgage, the Mortgage and/or the Notes in order to obtain a termination or release of the Mortgage upon satisfaction of the indebtedness secured thereby. The termination or release must be recorded in the city, town, county or parish records for the jurisdiction in which the land described in Exhibit A is located.

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (ILLINOIS) (this "*Mortgage*") is dated as of January 31, 2024 by and from **ALIGNED DATA CENTERS (EGV) PROPCO, LLC**, a Delaware limited liability company ("*Mortgagor*"), whose address is 2800 Summit Ave, Plano, TX 75074 to **TORONTO DOMINION (TEXAS) LLC**, as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article VIII of the Credit Agreement (defined below), "*Agent*") for the Secured Parties as defined in the Credit Agreement, having an address at TD North Tower, 26th Floor, 77 King Street West, Toronto, Ontario M5K 1A2, Canada. The Agent, together with its successors and assigns, is referred to herein as the "*Mortgagee*."

THIS MORTGAGE SECURES FUTURE ADVANCES.

RECITALS

WHEREAS, Mortgagor; **ALIGNED DATA CENTERS (PLANO) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*Plano Borrower*"); **ALIGNED DATA CENTERS (CONTINUUM) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*Continuum Borrower*"); **ALIGNED ENERGY DATA CENTERS (SLC) DEVCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*SLC Borrower*"); **ALIGNED DATA CENTERS (RELO) PROPCO, LLC** a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*Relo Borrower*"); **ALIGNED DATA CENTERS (BEHREND) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*Behrend Borrower*"); **ALIGNED DATA CENTERS (BALLS FORD) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor ("*BF Borrower*"); **ALIGNED DATA CENTERS (DFW) DEVCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*DFW Borrower*"); **ALIGNED DATA CENTERS (GLENDALE) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*Glendale Borrower*"); **ALIGNED DATA CENTERS (MD) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*MD Borrower*"); **ALIGNED DATA CENTERS (PDX) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*PDX Borrower*"); **ALIGNED DATA CENTERS (WJU) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*WJU Borrower*"); **ALIGNED DATA CENTERS (CHANDLER) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor (the "*Chandler Borrower*"); **ALIGNED DATA CENTERS (ATL) PROPCO, LLC**, a Delaware limited liability company and wholly owned subsidiary of Parent Guarantor ("*ATL Borrower*"), and, together with the Mortgagor, the Plano Borrower, the Relo Borrower, the Continuum Borrower, the SLC Borrower, the Behrend Borrower, the BF Borrower, the DFW Borrower, the Glendale Borrower, the MD Borrower, the PDX Borrower and the WJU Borrower, and each Additional Borrower, collectively, the "*Borrowers*"; the Parent Guarantors and the Subsidiary Guarantors (including, without limitation, Mortgagor) have entered into that certain Credit Agreement dated as of August 25, 2021, as amended by that certain Amendment No. 1 to Credit Agreement, that certain Amendment No. 2 to Credit Agreement, that certain Amendment No. 3 to Credit Agreement, and that certain Amendment No. 4 to Credit Agreement (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") with the Lenders party thereto, Agent, and the other Secured Parties;

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WHEREAS, Mortgagor is the holder of a fee interest in the land described in Exhibit A attached hereto and incorporated herein by this reference (together with any greater estate therein as hereafter may be acquired by Mortgagor, the "*Land*"); and

WHEREAS, Mortgagor acknowledges that it will derive substantial direct and indirect benefit from the Credit Agreement and has agreed to secure its obligations with respect thereto and to the Guaranty pursuant to this Mortgage.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants this Mortgage on the terms and provisions hereof:

ARTICLE 1. DEFINITIONS

Section 1.1 Definitions. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement. As used herein, the following terms shall have the following meanings:

(a) "*Event of Default*": An Event of Default under and as defined in the Credit Agreement.

(b) "*Guaranty*": The certain guaranty provided pursuant to Article VII of the Credit Agreement by and from Mortgagor and the other guarantors referred to therein for the benefit of the Secured Parties dated as of the Closing Date, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(c) "*Indebtedness*": (1) All indebtedness of Mortgagor to Mortgagee or any of the other Secured Parties under the Credit Agreement or any other Loan Document, including, without limitation (except as otherwise set forth in Section 7.01(b) of the Credit Agreement), the sum of all (a) principal, interest and other amounts owing under or evidenced or secured by the Credit Agreement and the Loan Documents, (b) principal, interest and other amounts which may hereafter be lent by or owed to Mortgagee or any of the other Secured Parties under or in connection with the Credit Agreement or any of the other Loan Documents, whether evidenced by a promissory note or other instrument which, by its terms, is secured hereby, and (c) obligations and liabilities of any nature now or hereafter existing under or arising in connection with other extensions of credit under the Credit Agreement or any of the other Loan Documents and reimbursement obligations in respect thereof, together with interest and other amounts payable with respect thereto, and (2) all other indebtedness, obligations and liabilities now or hereafter existing of any kind of Mortgagor to Mortgagee or any of the other Secured Parties under documents which recite that they are intended to be secured by this Mortgage. The Indebtedness secured hereby includes, without limitation, all interest and expenses accruing after the commencement by or against Mortgagor or any of its affiliates of a proceeding under the Bankruptcy Code (defined below) or any similar law for the relief of debtors. This Mortgage secures all Indebtedness under the Credit Agreement and the other Loan Documents.

(d) "*Mortgaged Property*": The Mortgagor's fee interest in the Land, and all of Mortgagor's right, title and interest now or hereafter acquired in and to (1) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the "*Improvements*"); the Land and Improvements are collectively referred to as the "*Premises*"), (2) all materials, supplies, equipment, infrastructure, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer

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facilities and all other utilities whether or not situated in easements, and all equipment, infrastructure, inventory and other goods (including, without limitation, all partitions, appliances, furniture, furnishings, machinery, elevators, boilers, building materials, computers and software, window coverings and floor coverings and other property now or in the future attached, or installed in the Improvements and all replacements, repairs, additions, or substitutions to these items) in which Mortgagor now has or hereafter acquires any rights or any power to transfer rights and that are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the “**Fixtures**”), (3) all goods, accounts, inventory, general intangibles, instruments, documents, contract rights and chattel paper, including all such items as defined in the UCC, now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the “**Personalty**”), (4) all reserves, escrows or impounds required under the Credit Agreement or any of the other Loan Documents and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property (the “**Deposit Accounts**”), (5) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits, including, without limitation, all rights, easements, title, interest, benefits, privileges and franchises of Mortgagor in, to, under, or arising from any reciprocal easement agreements affecting the Mortgaged Property (the “**Leases**”), (6) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property, including, without limitation, all payments, rights and claims for payments under or in respect of any reciprocal easement agreements affecting the Mortgaged Property (the “**Rents**”), (7) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the “**Property Agreements**”), (8) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, and the reversion(s), remainder(s), and claims of Mortgagor with respect to such items, and the benefits of any existing or future conditions, covenants and restrictions affecting the Land (9) all property tax refunds payable with respect to the Mortgaged Property (the “**Tax Refunds**”), (10) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “**Proceeds**”), (11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the “**Insurance**”), and (12) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the “**Condemnation Awards**”). As used in this Mortgage, the term “Mortgaged Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein. For the avoidance of doubt, the term “Mortgaged Property” shall exclude any Personalty owned by Tenants under Tenancy Leases and Fixtures that Tenants are entitled to remove pursuant to Tenancy Leases unless and until the same become the property of Mortgagor pursuant to the terms of the applicable Tenancy Lease or otherwise pursuant to applicable laws.

(e) “**Obligations**”: All of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor under the Credit Agreement and the other Loan Documents to which it is a party.

(f) “**Permitted Liens**”: Permitted Liens as defined in the Credit Agreement.

(g) “**Security Agreement**”: That certain Security Agreement by and from Mortgagor and the other parties referred to therein, as debtors, to Agent and the other Secured Parties, as secured

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parties, dated as of August 25, 2021, as the same may be amended, amended and restated, supplemented or otherwise modified from time to time.

(h) “*UCC*” or “*Uniform Commercial Code*”: The Uniform Commercial Code as in effect in the State of Illinois from time to time or, if pursuant to the Uniform Commercial Code as in effect in the State of Illinois from time to time, the creation, perfection and enforcement of any security interest granted under any Collateral Document is governed by the laws of a state other than the State of Illinois, then, as to the matter in question, the Uniform Commercial Code as in effect in that state from time to time.

ARTICLE 2. GRANT

Section 2.1 Grant. To secure the full and timely payment of the Indebtedness and the full and timely payment and performance of the Obligations, Mortgagor GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit B attached hereto (the “*Permitted Encumbrances*”) and to Permitted Liens, TO HAVE AND TO HOLD the Mortgaged Property, IN TRUST FOR THE BENEFIT OF MORTGAGEE, WITH POWER OF SALE, and Mortgagor does hereby bind itself, its successors and assigns to WARRANT AND DEFEND the title to the Mortgaged Property unto Mortgagee.

ARTICLE 3. WARRANTIES, REPRESENTATIONS AND COVENANTS

Mortgagor warrants, represents and covenants to Mortgagee as follows:

Section 3.1 Title to Mortgaged Property and Lien of this Instrument. Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances and the Permitted Liens. This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

Section 3.2 First Lien Status. Mortgagor shall preserve and protect the first priority lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest other than a Permitted Encumbrance or a Permitted Lien is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms) after Mortgagor has actual knowledge of same, and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same pursuant to a Good Faith Contest in compliance with the requirements of the Credit Agreement.

Section 3.3 Payment and Performance. Mortgagor shall pay the Indebtedness when due under the Credit Agreement and the other Loan Documents and shall perform the Obligations in full when they are required to be performed.

Section 3.4 Replacement of Fixtures and Personalty. Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or is permitted to be removed by the Credit Agreement and shall not transfer any of the Fixtures or Personalty owned or leased by Mortgagor unless the transferred item is (a) permitted to be transferred by the Credit Agreement, (b) not material to the value and use of the applicable Base Borrowing Asset, (c) obsolete, or (d) replaced with assets of similar character and use.

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Section 3.5 Inspection. Subject to the rights of Tenants under Tenancy Leases, Mortgagor shall permit Mortgagee and the other Secured Parties and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, pursuant to the provisions of the Credit Agreement, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property or the rights of tenants at the Mortgaged Property.

Section 3.6 Other Covenants. All of the covenants in the Credit Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land.

Section 3.7 Insurance; Condemnation Awards and Insurance Proceeds.

(a) Insurance. Mortgagor shall maintain or cause to be maintained insurance with respect to the Mortgaged Property in compliance with the requirements set forth in the Credit Agreement.

(b) Condemnation Awards. Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor, subject to the terms of the Credit Agreement.

(c) Insurance Proceeds. Mortgagor assigns to Mortgagee all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Subject to the terms of the Credit Agreement, Mortgagor authorizes Mortgagee to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly.

ARTICLE 4.

[INTENTIONALLY OMITTED]

ARTICLE 5.

DEFAULT AND FORECLOSURE

Section 5.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Subject to any provisions of the Loan Documents providing for the automatic acceleration of the Indebtedness upon the occurrence of certain Events of Default, declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor) except as may be required by applicable law, whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may reasonably deem

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necessary or desirable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee reasonably deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings in accordance with Illinois law for the complete foreclosure of this Mortgage by judicial action or by power of sale, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels to the fullest extent permitted by law. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten (10) days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof upon consummation of such sale, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee or any of the other Secured Parties may be a purchaser at such sale. If Mortgagee or such other Secured Party is the highest bidder, Mortgagee or such other Secured Party may credit the portion of the purchase price that would be distributed to Mortgagee or such other Secured Party against the Indebtedness in lieu of paying cash. To the fullest extent permitted by law, in the event this Mortgage is foreclosed by judicial action, appraisement of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court to the extent permitted by applicable law as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7.

(f) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

Section 5.2 Separate Sales. Upon the occurrence and during the continuance of an Event of Default, it is agreed by Mortgagor that the Mortgaged Property may be sold in one or more parcels as permitted by law. The right of sale arising out of or during the continuance of any Event of Default shall not be exhausted by any one or more sales.

Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive. Upon the occurrence and during the continuance of an Event of Default, Mortgagee and the other Secured Parties shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee or such other Secured Party, as the case may be, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee or any other Secured Party in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

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Section 5.4 Release of and Resort to Collateral. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

Section 5.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents (except to the extent such notice is expressly required pursuant to the Loan Documents), and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 5.6 Discontinuance of Proceedings. If Mortgagee or any other Secured Party shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee or such other Secured Party, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor, Mortgagee and the other Secured Parties shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee and the other Secured Parties shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee or any other Secured Party thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

Section 5.7 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the reasonable out-of-pocket costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) trustee's and receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) court costs, (3) reasonable attorneys' and accountants' fees and expenses, and (4) costs of advertisement;

(b) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Mortgagee in its sole discretion may determine; and

(c) the balance, if any, to the Persons legally entitled thereto.

Section 5.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser,

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and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee and each of the other Secured Parties shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee or any other Secured Party under this Section 5.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate of interest that would be payable at such time on a Base Rate Advance pursuant to Section 2.07(b) of the Credit Agreement, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

Section 5.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee or any other Secured Party to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee or any other Secured Party to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

ARTICLE 6.

ASSIGNMENT OF RENTS AND LEASES

Section 6.1 Assignment. In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns as security, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment intended as security and Mortgagee shall be entitled to all of the rights and benefits available under Section 15-1704 of the Illinois Mortgage Foreclosure Law. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law), except to the extent such notice is expressly required pursuant to the Loan Documents.

Section 6.2 Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment

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of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "*Bankruptcy Code*"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

Section 6.3 Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 6.4 No Merger of Estates. So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

ARTICLE 7. SECURITY AGREEMENT

Section 7.1 Security Interest. This Mortgage constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property, subject to Permitted Liens. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any conflict or inconsistency between the terms of this Mortgage and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 7.2 Financing Statements. Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance reasonably satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor's jurisdiction of organization is the State of Delaware. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC)

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without giving at least thirty (30) days' prior written notice to Mortgagee (or such other period as may be agreed by the Agent).

Section 7.3 Fixture Filing. This Mortgage shall also constitute a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1. Mortgagee is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(d) of this Mortgage. Mortgagor represents and warrants to Mortgagee that Mortgagor is the record owner of the Mortgaged Property, the employer identification number of Mortgagor is 92-1741568 and the organizational identification number of Mortgagor is 7224051.

ARTICLE 8. ILLINOIS LAW PROVISIONS

Section 8.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 3 and the other terms and conditions of this Mortgage, the terms and conditions of this Article 8 shall control and be binding.

Section 8.2 Use of Proceeds. Mortgagor hereby covenants, represents and agrees that all of the proceeds of the Loan secured by this Mortgage will be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor and the entire liabilities and obligations evidenced by the Loan Documents and secured by this Mortgage: (a) constitute a business loan which comes within the purview of 815 ILCS 205/4 as amended; (b) constitute "a loan secured by a mortgage on real estate," within the purview and operation of 815 ILCS 205/4(1)(l); and (c) is an exempt transaction under the Truth-in-Lending Act, 15 U.S.C., §1601 et seq.

Section 8.3 Power of Sale. Each of the remedies set forth herein, including without limitation the remedies involving a power of sale on the part of the Mortgagee and the right of Mortgagee to exercise self-help in connection with the enforcement of the terms of this Mortgage, shall be exercisable if, and to the extent, permitted by the Laws of the State of Illinois in force at the time of the exercise of such remedies without regard to the enforceability of such remedies at the time of the execution and delivery of this Mortgage.

Section 8.4 Maximum Principal Indebtedness. Notwithstanding any provision contained herein to the contrary, the liabilities and obligations secured by this Mortgage shall not exceed \$6,500,000,000.00.

Section 8.5 Future Advances. This Mortgage is given for the purpose of securing loan advances which the Mortgagee may make to or for Mortgagor pursuant and subject to the terms and provisions of the Loan Documents. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after this Mortgage is delivered to the Office of the Recorder of Cook County, Illinois, whether made pursuant to an obligation of Mortgagee or otherwise, provided that such advances are within (20) years from the date hereof and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof and although there

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may be no indebtedness outstanding at the time any advance is made. Such loan advances may or may not be evidenced by notes executed pursuant to the Loan Agreement.

Section 8.6 Illinois Mortgage Foreclosure Law.

(a) In the event any provision in this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS Sections 5/15-1101 et seq., Illinois Compiled Statutes) (the "**Foreclosure Act**"), the provisions of the Foreclosure 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 be construed in a manner consistent with the Foreclosure Act.

(b) If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of Mortgagor which are more limited than the rights that would otherwise be vested in Mortgagee under the Foreclosure Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by the Mortgagee to the extent reimbursable under Sections 15-1510 and 15-1512 of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure, and whether enumerated in this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

(d) In addition to any provision of this Mortgage authorizing Mortgagee to take or be placed in possession of the Property, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Foreclosure Act, to be placed in the possession of the Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties and provisions for in Sections 15-1701 and 15-1703 of the Foreclosure Act.

Section 8.7 Collateral Protection Act. Pursuant to the terms of the Collateral Protection Act, 815 ILCS 180/1 et seq., Mortgagor is hereby notified that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Mortgage, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interests in the Property, which insurance may, but need not, protect the interests of Mortgagor. The coverage purchased by Mortgagee may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained the insurance as required hereunder. If Mortgagee purchases insurance for the Property, the Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations secured hereby. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

Section 8.8 Protective Advances. All advances, disbursements and expenditures made 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 authorized by this Mortgage or by the Foreclosure Act (collectively, "**Protective Advances**"), shall have the benefit of all applicable provisions of the Foreclosure Act. All Protective Advances shall be so much 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 due and payable after an Event of Default under the terms of the Note. This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to

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Subsection (b)(1) of Section 5/15-1302 of the Foreclosure Act. All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Foreclosure Act, apply to and be included in:

- (a) determination of the amount of indebtedness secured by this Mortgage at any time;
- (b) the indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (c) if right of redemption has not been waived by the Mortgagor in this Mortgage, computation of amount required to redeem, pursuant to Subsections (d)(2) and (e) of Section 5/15-1603 of the Foreclosure Act;
- (d) determination of amount deductible from sale proceeds pursuant to Section 5/15-1512 of the Foreclosure Act;
- (e) application of income in the hands of any receiver or Mortgagee in possession; and
- (f) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Sections 5/15-1508 and Section 5/15-1511 of the Foreclosure Act.

Section 8.9 Waiver of Rights of Redemption and Reinstatement. Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement of any rights or remedies of Mortgagee under this Mortgage, but hereby waives the benefit of such laws and the benefit of any homestead or other exemptions which it may now or hereafter from time to time have with respect to the Property or the Obligations. Mortgagor for itself and all creditors, mortgagees, trustees, lienholders and other persons or entities who may claim through or under it waives any and all right to have the property and estates comprising the Property, or any part thereof, marshaled upon any foreclosure or other disposition (whether or not the entire Property be sold as a unit, and whether or not any parcels thereof be sold as a unit or separately) of any kind or nature of the Property, or any part thereof, or interest therein, and agrees that any court having jurisdiction to foreclose or otherwise enforce the liens granted and security interests created by this Mortgage may order the Property sold as an entirety. On behalf of Mortgagor, and each and every person acquiring any interest in, or title to the Property described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the maximum extent permitted by applicable law, Mortgagor hereby waives any and all rights (x) of redemption from any foreclosure, or other disposition of any kind or nature of the Property, or any part thereof, or interest therein, under or pursuant to rights herein granted to Mortgagee, and (y) to reinstatement of the indebtedness hereby secured, including, without limitation, any right to reverse any acceleration of such indebtedness pursuant to 735 ILCS 5/15-1602. Mortgagor further waives and releases (a) all errors, defects, and imperfections in any proceedings instituted by Mortgagee under the Note, this Mortgage, or any of the other Loan Documents, (b) all benefits that might accrue to the Mortgagor by virtue of any present or future laws exempting the Property, or any part of the proceeds arising from any sale thereof, from attachment, levy, or sale under civil process, or extension, exemption from civil process, or extension of time for payment, and (c) all notices not specifically required by this Mortgage of default, or of Mortgagee's exercise, or election to exercise, any option under this Mortgage. All waivers by Mortgagor in this Mortgage have been made voluntarily, intelligently and knowingly by Mortgagor after Mortgagor has been afforded an opportunity to be informed by counsel of Mortgagor's choice as to possible alternative rights. Mortgagor's

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execution of this Mortgage shall be conclusive evidence of the making of such waivers and that such waivers have been voluntarily, intelligently and knowingly made.

Section 8.10 Fixture Filing. THIS MORTGAGE IS EFFECTIVE AND SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS WHICH ARE OR ARE TO BECOME FIXTURES INCLUDED WITHIN THE PROPERTY AND IS TO BE FILED FOR RECORD OR REGISTERED IN THE REAL ESTATE RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE ADDRESS OF MORTGAGEE AND THE MAILING ADDRESS OF MORTGAGOR ARE SET FORTH WITHIN. A PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS MORTGAGE OR ANY FINANCING STATEMENT RELATING TO THIS MORTGAGE SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

ARTICLE 9. MISCELLANEOUS

Section 9.1 Notices. Any notice required or permitted to be given under this Mortgage shall be given in accordance with Section 9.02 of the Credit Agreement, to its address first set forth above or as otherwise notified by the Mortgagee to the other parties hereto in writing from time to time.

Section 9.2 Covenants Running with the Land. All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Land. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All Persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Loan Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

Section 9.3 Attorney-in-Fact. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Mortgagor and in the name of Mortgagor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee reasonably deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within thirty (30) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Mortgage or the exercise of any power of sale contained herein or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards in favor of the grantee of any such deed and as may be necessary or desirable for such purpose (without representation or warranty of any kind), (c) to prepare and file or record financing statements and continuation statements, and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Mortgaged Property, if Mortgagor shall fail to do so within ten (10) business days after written request by Mortgagee, and (d) after the occurrence and during the continuance of any Event of Default, to perform any obligation of Mortgagor hereunder; *provided, however*, that (1) Mortgagee shall not under any circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the rate at which interest is computed at such time on a Base Rate Advance pursuant to Section 2.07(b) of the Credit Agreement; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 9.3.

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Section 9.4 Successors and Assigns. This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder except as allowed pursuant to the Credit Agreement.

Section 9.5 No Waiver. Any failure by Mortgagee or the other Secured Parties to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee and the other Secured Parties shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 9.6 Credit Agreement. If any conflict or inconsistency exists between this Mortgage and the Credit Agreement, the Credit Agreement shall control and govern to the extent of any such conflict or inconsistency.

Section 9.7 Release or Reconveyance. Upon (x) the latest of payment in full of the Indebtedness and performance in full of the Obligations, the termination of all Commitments and the termination or expiration of all Letters of Credit (or until the applicable Borrower has deposited in the L/C Cash Collateral Account Cash Collateral in an amount equal to 105% of the aggregate Available Amount of all Letters of Credit then outstanding pursuant to this Agreement) or (y) upon a sale or other disposition of the Mortgaged Property to a Person other than a Loan Party and permitted by the Credit Agreement, Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage or reconvey the Mortgaged Property to Mortgagor.

Section 9.8 Waiver of Stay, Moratorium and Similar Rights. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness or Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

Section 9.9 Applicable Law. The provisions of this Mortgage regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Mortgaged Property is located. All other provisions of this Mortgage shall be governed by the laws of the State of New York.

Section 9.10 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 9.11 Severability. If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Mortgage.

Section 9.12 Entire Agreement. This Mortgage and the other Loan Documents embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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Section 9.13 Mortgagee as Agent; Successor Agents.

(a) Agent has been appointed to act as Agent hereunder by the other Secured Parties. Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Credit Agreement, any related agency agreement among Agent and the other Secured Parties (collectively, as amended, amended and restated, supplemented or otherwise modified or replaced from time to time, the "*Agency Documents*") and this Mortgage. Mortgagor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Agent, without inquiry into the existence of required consents or approvals of the Secured Parties therefor.

(b) Mortgagee shall at all times be the same Person that is Agent under the Agency Documents. Written notice of resignation by Agent pursuant to the Agency Documents shall also constitute notice of resignation as Agent under this Mortgage. Removal of Agent pursuant to any provision of the Agency Documents shall also constitute removal as Agent under this Mortgage. Appointment of a successor Agent pursuant to the Agency Documents shall also constitute appointment of a successor Agent under this Mortgage. Upon the acceptance of any appointment as Agent by a successor Agent under the Agency Documents, that successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Agent as the Mortgagee under this Mortgage, and the retiring or removed Agent shall promptly (i) assign and transfer to such successor Agent all of its right, title and interest in and to this Mortgage and the Mortgaged Property, and (ii) execute and deliver to such successor Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Agent of the liens and security interests created hereunder, whereupon such retiring or removed Agent shall be discharged from its duties and obligations under this Mortgage. After any retiring or removed Agent's resignation or removal hereunder as Agent, the provisions of this Mortgage and the Agency Documents shall inure to its benefit as to any actions taken or omitted to be taken by it under this Mortgage while it was Agent hereunder.

Section 9.14 Subrogation. If any or all of the proceeds of the Indebtedness are used to extinguish, extend or renew any indebtedness heretofore existing against the Mortgaged Property, then, to the extent of the funds so used, Mortgagee and the other Secured Parties shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Mortgaged Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Mortgagee and the other Secured Parties and are merged with the lien and security interest created herein as cumulative security for the repayment of the Indebtedness and the performance of the Obligations.

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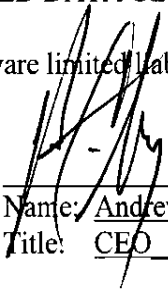
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IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

ALIGNED DATA CENTERS (EGV) PROPCO,
LLC,
a Delaware limited liability company

By:


Name: Andrew Schaap
Title: CEO

Property of Cook County Clerk's Office

[Notary Acknowledgment Follows]

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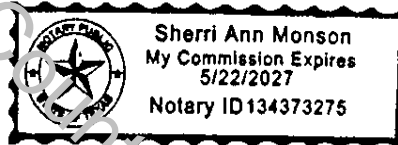
STATE OF TEXAS)
) ss.:
COUNTY OF COLLIN)

On this 16th day of January, 2024, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared Andrew Schaap, to me known to be the Chief Executive Officer of ALIGNED DATA CENTERS (EGV) PROPCO, LLC, a Delaware limited liability company, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that (s)he was duly authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public *Sherri Ann Monson*
Print Name: Sherri Ann Monson
Residing at: 2800 Summit Ave Plano, Texas 75074

My Commission Expires: 5/22/2027.



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EXHIBIT A

LEGAL DESCRIPTION

TRACT A:

PARCEL 1:

LOTS 5 AND 6 IN THE PARK AT NORTHWEST POINT, BEING A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON AUGUST 5, 1987 AS DOCUMENT NO. 87433382.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR SURFACE WATER DRAINAGE GRANTED IN DOCUMENT RECORDED SEPTEMBER 11, 1987 AS DOCUMENT 87499186 AFFECTING LOT 4 IN THE PARK AT NORTHWEST POINT BEING A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE COMMON PROPERTIES AS SET FORTH IN THAT DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 3, 1983 AS DOCUMENT 26495247, AS AMENDED AND/OR AFFECTED BY THE FOLLOWING: PARTIAL RELEASE RECORDED AUGUST 3, 1984 AS DOCUMENT NO. 27199708; FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MAY 9, 1988 AS DOCUMENT NO. 88197029; SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 2, 1998 AS DOCUMENT 98085892 AND DOCUMENT 98085897 AND RE-RECORDED MARCH 27, 1998 AS DOCUMENT 98240101; THIRD AMENDMENT TO DECLARATION OF COVENANTS EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT, RECORDED MARCH 27, 1998 AS DOCUMENT 98240102; ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MARCH 27, 1998 AS DOCUMENT 98240104; FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED DECEMBER 17, 2015 AS DOCUMENT 1535119101; FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED JANUARY 18, 2022 AS DOCUMENT 220181901 FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR

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REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

TRACT B:

PARCEL 1:

LOT 1 IN METROPOLITAN - W. B. SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 1 IN THE PARK AT NORTHWEST POINT, A SUBDIVISION OF PARTS OF SECTIONS 15, 16, 21 AND 22 ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE COMMON PROPERTIES AS SET FORTH IN THAT DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 3, 1983 AS DOCUMENT 26495247, AS AMENDED AND/OR AFFECTED BY THE FOLLOWING: PARTIAL RELEASE RECORDED AUGUST 3, 1984 AS DOCUMENT NO. 27199708; FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MAY 9, 1988 AS DOCUMENT NO. 88197029; SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED FEBRUARY 2, 1998 AS DOCUMENT 98085892 AND DOCUMENT 98085897 AND RE-RECORDED MARCH 27, 1998 AS DOCUMENT 98240101; THIRD AMENDMENT TO DECLARATION OF COVENANTS EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT, RECORDED MARCH 27, 1998 AS DOCUMENT 98240102; ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED MARCH 27, 1998 AS DOCUMENT 98240104; FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED DECEMBER 17, 2015 AS DOCUMENT 1535119107; FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED JANUARY 18, 2022 AS DOCUMENT 220181901. FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN THE ACCESS EASEMENT DATED AS OF AUGUST 1, 1989 AND RECORDED SEPTEMBER 15, 1989 AS DOCUMENT NO. 89436328, AS AFFECTED BY ACCESS EASEMENT AGREEMENT DATED AS OF DECEMBER 15, 2015 AND RECORDED DECEMBER 17, 2015 AS DOCUMENT NO. 1535119107, AS AMENDED BY THAT CERTAIN AMENDMENT

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OF ACCESS EASEMENT AGREEMENT DATED AS OF APRIL 12, 2022 AND RECORDED AUGUST 4, 2022 AS DOCUMENT NO. 2221615032.

TRACT C:

PARCEL 1:

LOT 1 IN THE FINAL PLAT OF RESUBDIVISION OF LOT 7 IN THE PARK AT NORTHWEST POINT, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 2001 AS DOCUMENT 0010828531, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS IN FAVOR OF PARCEL 1 NOTED IN THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED ON OCTOBER 15, 2001 AS DOCUMENT NUMBER 0010957201, AS AMENDED BY FIRST AMENDMENT RECORDED AS DOCUMENT NO. 0011148327, UNRECORDED SECOND AMENDMENT DATED OCTOBER 3, 2003, THIRD AMENDMENT RECORDED AS DOCUMENT NO. 0612222161, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

- (I) NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS ON, OVER AND ACROSS THOSE PORTIONS OF ANY PRIVATE ROADS OR DRIVES AND WALKWAYS AS SET FORTH THEREIN;
- (II) NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND EGRESS BY EMERGENCY VEHICLES AND PERSONNEL ON, OVER AND ACROSS PRIVATE ROADS OR DRIVES OVER THE BUILDING 50 PROPERTY, SUBJECT TO ANY RELOCATION RIGHTS DESCRIBED THEREIN;
- (III) NON-EXCLUSIVE EASEMENT FOR UTILITIES ON, OVER AND THROUGH THE BUILDING 50 PROPERTY, AND FOR THE USE, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH UTILITIES, AND EACH OWNER AGREES FOR THE BENEFIT OF EACH OTHER OWNER TO GRANT SUCH ADDITIONAL UTILITY EASEMENTS.
- (IV) EXCLUSIVE EASEMENT FOR VEHICULAR PARKING ON, OVER AND ACROSS 201 PARKING SPACES IN THE COMMON GARAGE AND 15 SPACES OF SURFACE PARKING ON THE BUILDING 50 PROPERTY.
- (V) NON-EXCLUSIVE EASEMENT WITH RESPECT TO THE BUILDING 50 PROPERTY GENERALLY ON AND OVER THE AREA SHOWN ON THE SITE PLAN AS THE COMMON GARAGE TO CONSTRUCT, USE, OPERATE, MAINTAIN, REBUILD, AND REPLACE THE COMMON GARAGE IN ACCORDANCE WITH THE TERMS OF THE DECLARATION;

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(VI) NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF PASSING STORM WATER DRAINAGE FROM THE BUILDING 150 PROPERTY ON SURFACE OR OVER AND THROUGH THE STORM DRAINAGE PIPES AND SYSTEM NOW OR HEREAFTER CONSTRUCTED ON THE BUILDING 50 PROPERTY AND THE RIGHT TO ENTER ONTO THE BUILDING 50 PROPERTY TO CONSTRUCT AND REPLACE THE NECESSARY STORM DRAINAGE PIPES AND SYSTEM TO CARRY SUCH WATER;

(VII) NON-EXCLUSIVE EASEMENT TO USE AND MAINTAIN TRASH DUMPSTERS AND RELATED EQUIPMENT ON THE BUILDING 50 PROPERTY;

(VIII) NON-EXCLUSIVE EASEMENT FOR THE USE OF THE BUILDING 150 LOADING SPACES LOCATED ON THE BUILDING 50 PROPERTY.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT DATED DECEMBER 30, 1982 RECORDED ON FEBRUARY 3, 1983 AS DOCUMENT NUMBER 26495247, AS AMENDED OR AFFECTED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 88197029, SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98240101, THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT, RECORDED AS DOCUMENT NO. 98240102, ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT TO MGA DEVELOPMENT ASSOCIATES, L.P. RECORDED AS DOCUMENT NO. 98240104, DESIGNATION OF BUILDING SITE RECORDED AS DOCUMENT NO. 0011148328, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 1535119101, FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 2201819017, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN AN EASEMENT AGREEMENT DATED SEPTEMBER 10, 1987 AND RECORDED SEPTEMBER 11, 1987 AS DOCUMENT NO. 87499181 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 15, 1980 AND KNOWN AS TRUST NO. 102000, LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED OCTOBER 28, 1983 AND KNOWN AS TRUST

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NO. 107201 AND NORTHWEST POINT ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, FOR THE FOLLOWING PURPOSES AS DEFINED THEREIN:

FOR DEVELOPMENT, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF LANDSCAPING AND RELATED IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION, SPRINKLER SYSTEMS) AND INGRESS AND EGRESS TO THE EASEMENT PARCEL.

TRACT D:

PARCEL 1:

LOT 2 IN THE FINAL PLAT OF RESUBDIVISION OF LOT 7 IN THE PARK AT NORTHWEST POINT, ELK GROVE VILLAGE, ILLINOIS, BEING A RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 2001 AS DOCUMENT NO. 0010828531, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS; ACCESS, INGRESS AND EGRESS BY EMERGENCY VEHICLES AND PERSONNEL; UTILITIES; AND STORM WATER DRAINAGE AS SET FORTH IN SECTIONS 2A AND 2B OF THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED OCTOBER 15, 2001 AS DOCUMENT NO. 0010957201; FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS THERETO RECORDED DECEMBER 5, 2001 AS DOCUMENT NO. 0011148327; UNRECORDED SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS THERETO DATED AS OF OCTOBER 31, 2003; THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED MAY 02, 2006 AS DOCUMENT NO. 0612222161.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT DATED DECEMBER 30, 1982 RECORDED ON FEBRUARY 3, 1983 AS DOCUMENT NUMBER 26495247, AS AMENDED OR AFFECTED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 88197029, SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98240101, THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98240102, ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT TO MGA DEVELOPMENT ASSOCIATES, L.P. RECORDED AS DOCUMENT NO. 98240104, DESIGNATION OF BUILDING SITE UNDER DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 0011148328, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND

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RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 1535119101, FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 2201819017, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES.

PARCEL 4:

PERPETUAL, NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 NOTED IN AN EASEMENT AGREEMENT DATED SEPTEMBER 10, 1987 AND RECORDED SEPTEMBER 11, 1987 AS DOCUMENT NO. 87499181 BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 15, 1980 AND KNOWN AS TRUST NO. 102000, LASALLE NATIONAL BANK, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED OCTOBER 28, 1983 AND KNOWN AS TRUST NO. 107201 AND NORTHWEST POINT ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, FOR THE FOLLOWING PURPOSES AS DEFINED THEREIN: FOR DEVELOPMENT, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF LANDSCAPING AND RELATED IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION, SPRINKLER SYSTEMS) AND INGRESS AND EGRESS TO THE EASEMENT PARCEL.

TRACT E:

PARCEL 1:

LOT 1 IN NORTHWEST POINT SUBDIVISION UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16 AND PART OF THE NORTHEAST QUARTER OF SECTION 21, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1983 AS DOCUMENT 26566053, ALL IN TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT(S) IN FAVOR OF PARCEL 1 SET FORTH IN THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT DATED DECEMBER 30, 1982 RECORDED ON FEBRUARY 3, 1983 AS DOCUMENT NUMBER 26495247, AND AMENDED BY RELEASE OF DECLARATIONS OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 27199708, AS AMENDED OR AFFECTED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 88197029, SECOND AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 98085892 AND RE-RECORDED AS DOCUMENT NO.

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98240101, THIRD AMENDMENT EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT TO DECLARATION OF COVENANTS, RECORDED AS DOCUMENT NO. 98240102, ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT TO MGA DEVELOPMENT ASSOCIATES, L.P. RECORDED AS DOCUMENT NO. 98240104 AND DESIGNATION OF BUILDING SITE RECORDED AS DOCUMENT NO. 0011148328, FOURTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT 1535119101, FIFTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR NORTHWEST POINT RECORDED AS DOCUMENT NO. 2201819017, FOR THE FOLLOWING PURPOSES ON THE REAL PROPERTY AS DEFINED THEREIN:

FOR INGRESS AND EGRESS OVER, UNDER, ACROSS, IN AND UPON THE PROPERTY AND TO PROVIDE REASONABLE AND NECESSARY ACCESS TO COMMON PROPERTIES AND FOR THE PURPOSE OF PERFORMING THE CONSTRUCTION, INSTALLATION, MAINTENANCE, OR REPAIR OF SUCH COMMON PROPERTIES AND THE RIGHT TO USE AND ENJOY THE COMMON PROPERTIES

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EXHIBIT B PERMITTED ENCUMBRANCES

THE FOLLOWING EXCEPTIONS AFFECT TRACT A

1. General real estate taxes for first installment of the year 2023, a lien payable but not yet due or delinquent, general real estate taxes for the second installment of the year 2023 and the year 2024 and subsequent years, a lien not yet due and payable.
2. Easement provisions and easements for underground public utilities, sewer, water, drainage and CATV as set forth on the Plat of Dedication for Public Street and for Easement Purposes recorded in the public records of Cook County on April 12, 1983 as Document 26566052.
3. A 50 Foot Easement for Underground Public Utilities, Sewer, Water, Drainage and Cable Television, as shown on Plat of Subdivision recorded August 5, 1987 as Document 87433382, over that part of the Land lying adjacent to Northwest Point Road.
4. A 50 Foot Building Line as shown on Plat of Subdivision recorded August 5, 1987 as Document 87433382 over that part of the Land lying adjacent to Northwest Point Road.
5. Easement Agreement by and between LaSalle National Bank as Trustee under Trust Agreement dated October 28, 1987 and known as Trust No. 107201, LaSalle National Bank as Trustee under Trust Agreement dated March 15, 1980 and known as Trust No. 102000 and Northwest Point Association, an Illinois not-for-profit corporation, for the maintenance and landscaping of easement parcel, recorded September 11, 1987 as Document 87499181, and the terms and conditions thereof.
6. Sign Agreement dated September 10, 1987 and Recorded September 11, 1987 as document 87499190, made by and between Digital Equipment Corporation, a Massachusetts corporation, and La Salle National Bank, as Trustee under Trust Agreement dated March 15, 1980 and known as Trust Number 102000, and Metropolitan Life Insurance Company, a New York corporation, and the terms and provisions contained therein, as affected by that Assignment and Assumption of Sign Agreement dated March 26, 1998 and recorded March 27, 1998 as Document No.98240105.
7. Rights of ADP, Inc., as tenant only, under an existing unrecorded lease, which does not contain any rights of first offer, rights of first refusal or options to purchase.
8. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS Land Title Survey prepared by Edward J. Molloy & Associates dated July 5, 2023 and designated Job No. 2802:
 - a. Rights of others to maintain, service and/or access the various utilities located on Tract A Parcel 1 of the Land.

THE FOLLOWING EXCEPTIONS AFFECT TRACT B

1. General real estate taxes for first installment of the year 2023, a lien payable but not yet due or delinquent, general real estate taxes for the second installment of the year 2023 and the year 2024 and subsequent years, a lien not yet due and payable.
2. Easement provisions and easements for underground public utilities, sewer, water, drainage and CATV as set forth on the Plat of Dedication for Public Street and for Easement Purposes recorded in the public records of Cook County on April 12, 1983 as Document No. 26566052.
3. Easement provisions and easements for public utilities, sewer, water, drainage, and CATV as set forth on the Plat of Metropolitan-W.B. Subdivision recorded in the public records of Cook County on September 13, 1989 as Document No. 89431046.

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4. A 50 Foot Easement for Underground Public Utilities, Sewer, Water, Drainage and Cable Television, As Shown On Plat of Subdivision Recorded August 5, 1987 As Document 87433382, over that Part Of The Land Lying Adjacent to Northwest Point Road.
5. A 50 Foot Building Line as Shown On Plat of Subdivision Recorded August 5, 1987 As Document 87433382 over that Part Of The Land Lying Adjacent to Northwest Point Road..
6. Easement Agreement by and between LaSalle National Bank as Trustee under Trust Agreement dated October 28, 1983 and known as Trust No. 107201, LaSalle National Bank as Trustee under Trust Agreement dated March 15, 1980 and known as Trust No. 102000 and Northwest Point Association, an Illinois not-for-profit corporation, for the maintenance and landscaping of easement parcel, recorded September 11, 1987 as Document No. 87499181, and the terms and conditions thereof.
7. Restriction contained in deed From Lasalle National Bank as Trustee under Trust Agreement dated March 15, 1980 and known As Trust Number 102000 to World Book, Inc., a Delaware corporation, dated August 1, 1989 and recorded September 15, 1989 as Document No. 89436327, that said grantee, its successors and assigns, shall in no event have direct access to the publicly-dedicated street known as Northwest Point Boulevard, except as provided by access easement referenced therein
8. Access Easement by and between Lasalle National Bank, not personally or individually, but solely as Trustee under Trust Agreement dated March 15, 1980 and known as Trust No. 102000, Metropolitan Life Insurance Company, and World Book, Inc., a Delaware Corporation, recorded September 15, 1989 as Document No. 89436328, and the terms and conditions thereof.
9. Access Easement Agreement recorded December 17, 2015 as Document No. 1535119107. Amendment of Access Easement Agreement recorded August 4, 2022 as Document No. 2221615032.
10. Sign Agreement by and between Metropolitan Life Insurance Company and World Book, Inc., recorded September 15, 1989 as Document No. 89436331, and the terms and conditions thereof.
11. Drainage Easement Agreement by and among J.J.M. Associates L.L.C., an Illinois limited liability company, MC Machinery Systems, Inc., a Delaware corporation and Bridge Point Elk Grove Village 150, LLC, a Delaware limited liability company, recorded August 4, 2022 as Document No. 2221615033, and the terms and conditions thereof.

THE FOLLOWING EXCEPTIONS AFFECT TRACT C

1. General real estate taxes for first installment of the year 2023, a lien payable but not yet due or delinquent, general real estate taxes for the second installment of the year 2023 and the year 2024 and subsequent years, a lien not yet due and payable.
2. Terms, provisions and conditions of an Ordinance No. 1442, annexing and rezoning certain property to the Village of Elk Grove Village and plat attached thereto recorded May 1, 1981 as Document 25857111. (Affects the Land and other property within the underlying subdivision)
3. Easement provisions and easements contained in plat of dedication for public street and for easement purposes recorded April 12, 1983 as Document 26566052. Said plat contains provisions for easements for the purpose of installing and maintaining all equipment necessary to serve the land and other property with Telephone and Electrical Service, together with the right to install and maintain underground service wires and the right of access thereto, as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns and as shown on said plat. Said plat further contains grant and reservation of easements to Northern Illinois Gas Company, its successors and assigns, for the purpose of installing and maintaining gas mains and appurtenances and reserves an easement for drainage purposes. (Affects a 50-foot wide strip of that part of each lot adjoining Northwest Point Blvd. and a 100-foot wide strip of that part of each lot adjoining Arlington Heights Road as then located)

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4. Easement agreement dated September 10, 1987 and recorded September 11, 1987 as document 87499181 made between La Salle National Bank, as trustee under trust agreement dated October 28, 1983 and known as trust number 107201, and dated March 15, 1980 and known as trust number 102000 and Northwest Point Association, relating to landscaping, maintenance, insurance and other matters, and the terms and provisions contained therein. (Affects the most westerly 100-foot and the north 50-feet of the Land)
5. Covenants and restrictions contained in the Declaration of Restrictions dated December 30, 1982 by LaSalle National Bank Trust No. 102000 and recorded March 16, 1983 as Document 26537294.
6. Easement in favor of Commonwealth Edison Company, Ameritech Company and Cable Television Franchises, their respective successors and assigns for underground public utilities, sewer, water, drainage and cable tv, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment and the provisions relating thereto contained in the plat recorded as Document 0010828531, and the terms and provisions contained therein. (Affects the Northeasterly and Easterly 10 feet of the Land)
7. Easement in favor of Nicor Gas Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the plat recorded/filed as Document 0010828531, and the terms and provisions contained therein. (Affects the Northeasterly and Easterly 10 feet of the Land)
8. Building Line(s) as shown on the plat of resubdivision recorded September 6, 2001 as document 0010828531. (Affecting the most Westerly 100 feet and Northerly 50 feet of the Land)
9. Covenants and restrictions contained in Declaration of Covenants, Easements, and Restrictions recorded October 15, 2001 as document 010957201, and as amended by the following: First Amendment to Declaration recorded December 5, 2001 as document 0011148327 and Second Amendment (unrecorded) dated October 31, 2003 whereby parties provided for the installation of Security Cameras and an Automobile Kiosk in the common garage upon certain terms and conditions set forth therein and Third Amendment recorded June 2, 2008 as document 061222161.
10. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS Land Title Survey prepared by Scott C. Krebs on behalf of Compass Surveying LTD dated January 20, 2023, last revised May 7, 2023 and designated Job No. 22.0329-03:
 - a. Electric lines, water lines, gas lines and telephone lines are located on and cross Parcel 1 of the Land.

THE FOLLOWING EXCEPTIONS AFFECT TRACT D

1. General real estate taxes for first installment of the year 2023, a lien payable but not yet due or delinquent, general real estate taxes for the second installment of the year 2023 and the year 2024 and subsequent years, a lien not yet due and payable.
2. Terms, Provisions and Conditions of Ordinance No. 1442, Annexing and Rezoning Certain Property to The Village of Elk Grove Village and plat attached thereto recorded May 1, 1981 as Document No. 25857111. (affects the Land and other property within the underlying subdivision.)
3. Easement provisions and easements as contained in plat of dedication for public street and for easement purposes recorded April 12, 1983 as document no. 26566052, as follows: said plat contains provisions for Easements for the purpose of installing and maintaining all equipment necessary to serve the land and other property with telephone and electrical service, together with the right to install and maintain underground service wires and the right of access thereto, as

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- created by grant to Illinois Bell Telephone Company and Commonwealth Edison Company and their respective successors and assigns and as shown on said plat. said plat further contains grant and reservation of easements to Northern Illinois Gas Company, its successors and assigns, for the purpose of installing and maintaining gas mains and appurtenances and reserves an easement for drainage, sewer, water and cable TV purposes. (affects 50 foot strip of that part of each Lot adjoining northwest point road and a 100 foot strip of that part of each Lot adjoining Arlington Heights road as then located).
4. Easement Agreement dated September 10, 1987 and recorded September 11, 1987 as document no. 87499181 made between LaSalle National Bank, as trustee under trust agreement dated October 28, 1983 and known as trust number 107201, and dated March 15, 1980 and as trust number 102000 and Northwest Point Association, relating to landscaping, maintenance, insurance and other matters. (affects the 50 and 100 foot wide strip located within the south and mostly west portions of the Land.)
 5. Assignment and Assumption of contracts from Metropolitan Life Insurance Company to MGA Development Associates, L.P. recorded March 27, 1998 as document no. 98240106.
 6. Building lines as shown on the plat of subdivision of the Park at Northwest Point recorded August 5, 1987 as document no. 87433382. (affects the westerly 100 foot and southerly 50 foot portions of lot 7 as more particularly shown on said plat.)
 7. Easements for underground public utilities, sewer, water, drainage and C.A.T.V. as shown on the plat of subdivision of the Park at Northwest Point recorded August 5, 1987 as document no. 87433382. (affects the westerly 100 foot and southerly 50 foot portions of lot 7, as more particularly shown on said plat.)
 8. Covenants, Conditions and Restrictions contained in declaration of restrictions dated December 30, 1982 by LaSalle National Bank trust no. 102000 and recorded March 16, 1983 as document no. 26537294. (affects the Land and other property)
 9. Easement for Underground Public Utilities, sewer, water, drainage and cable TV to install, operate and maintain all equipment and facilities necessary for the purpose of serving the land and other property, together with the right of access to said equipment and facilities, and the provisions relating thereto contained in the plat of resubdivision recorded September 6, 2001 as document no. 0010828531. (affecting the easterly 10 feet of the Land.)
 10. Building Line(s) as shown on the plat of resubdivision recorded September 6, 2001 as document no. 0010828531. (affecting the westerly 100 feet of the Land.)
 11. Covenants and Restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (A) is exempt under chapter 42, - Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against handicapped persons), relating to (among other things) Mutual Easements for (I) vehicular and pedestrian access, ingress and egress; (II) access, ingress and egress by emergency vehicles and personnel; and (III) utilities; (B) easements in favor of the subject land ("Building 50") on adjoining Lot 1 ("Building 150") for (I) vehicular parking and (II) storm water drainage; (C) easements in favor of building 150 on the subject land for (I) vehicular parking (garage and surface) and loading spaces; (II) construction, use, etc. of the common garage; (III) storm water drainage and (IV) trash dumpsters and related equipment. Also contains provisions for relocation of easements, reservation of certain rights, maintenance and operation of easements, enforcement of maintenance obligations and reimbursable costs, parking committee, parking revenues and fees, insurance, protection of mortgagees, etc. contained in the declaration of covenants, easements and restrictions recorded October 15, 2001 as document no. 0010957201 which does not contain a reversionary or forfeiture clause, and as amended by the following: First Amendment to Declaration of Covenants, Easements and Restrictions thereto recorded December 5, 2001 as document no 0011148327. Unrecorded Second Amendment to Declaration of Covenants, Easements and Restrictions thereto dated as of October 31, 2003. Third

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Amendment to Declaration of Covenants, Easements and Restrictions recorded May 02, 2006 as document no. 0612222161.

12. Provisions of the declaration recorded October 15, 2001 as document no. 0010957201 relating to the "reimbursement lien" and to the continuing lien thereof on the Land.
13. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS Land Title Survey prepared Scott C. Krebs, PLS No. 3509, of Compass Surveying Ltd dated January 11, 2023, last revised March 9, 2023, and designated as Project No. 22.0329-02:
 - a. Pond, sprinkler control valves and valve boxes, all located on the southwesterly portion of Tract D Parcel 1 of the Land, located partly within the recorded 100-foot and 50-foot wide utility and drainage easement area, and any rights of others relative thereto.
 - b. Telephone lines, electric lines, water lines and gas lines are located on and cross Tract D Parcel 1 of the Land.

THE FOLLOWING EXCEPTIONS AFFECT TRACT E

1. General real estate taxes for first installment of the year 2023, a lien payable but not yet due or delinquent, general real estate taxes for the second installment of the year 2023 and the year 2024 and subsequent years, a lien not yet due and payable.
2. Possible back taxes and assessments for the years 2019, 2020, 2021, 2022 and 2023, including any late fees or penalties.
3. The land lies within the Higgins Creek Drainage District organized in case no. 60803 County Court, Cook County, Illinois, as disclosed by prior title evidence.
4. Terms, provisions and conditions of an ordinance no. 1442 annexing and rezoning certain property to the village of Elk Grove recorded May 1, 1981 as document no. 258571111. (For further particulars, see document)
5. Easement reserved for and granted to the Northwest Point Association and its successors and assigns in all platted easement areas shown on the plat recorded as document 26566053 for the installation, maintenance, relocation, renewal and removal of all utility lines and equipment. (see plat for exact location)
6. Easement reserved for and granted to Illinois Bell Telephone company and the Commonwealth Edison company and their respective successors and assigns within the area as shown by dotted lines and marked "Easement" on the plat of Subdivision recorded as document 26566053 to install, lay, construct, renew, operate and maintain underground conduits, cables and wires for the purpose of serving the subdivision and other property with Telephone and Electric Service, also right to enter upon lots at all times to install, lay, construct, renew, operate and maintain within Easement area said conduits, cables, wires, braces, guys, anchors and other equipment and finally right to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with any of said public utility equipment No permanent buildings or trees shall be placed on said Easement, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted it said Easement, and said Easement is also reserved for drainage purposes. (see plat for exact location)
7. Easement reserved for and granted in plat of Subdivision recorded as document 26566053 to Northern Illinois Gas Company, its successors and assigns, in all platted "Easement" areas, streets, alleys, other public ways and places shown on said Plat, said Easement to be for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances. (see plat for exact location)
8. Terms and provisions of resolution No. 17-91 a copy of which we recorded April 10, 1991 as document 91161856, authorizing the Village President and Village Clerk to execute a License

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Agreement between the Village of Elk Grove Village and American Academy of Pediatrics relating to water service. (For further particulars, see document)

9. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS Land Title Survey prepared by Compass Surveying Ltd, Job No. 22.0329-04, dated March 17, 2023, last revised April 10, 2023 (the "Survey"):
 - a. Concrete walk encroaches over the northern property line.
 - b. Variations between fences and the westerly record property line.
 - c. Electric lines are located on and cross Parcel 1 of the Land.

THE FOLLOWING EXCEPTIONS AFFECT ALL PARCELS

1. Covenants and restrictions relating to the prohibition of noxious or offensive activities; the determination of permitted uses; membership and voting rights in Northwest Point Association a not-for-profit Corporation of Illinois, designation of an Architectural Control Committee and Submission of plans and specifications thereto; Establishment of set back lines, regulation of offstreet parking, signs, loading docks and loading areas, prohibition of outside storage of landscaping, roof top equipment and utility connection, construction standards, fences and walkways, maintenance of building sites, title to, maintenance of and easement upon, common properties, and extension of said covenants to include additional property all as contained in declaration made by LaSalle National Bank, as trustee under trust agreement dated March 5, 1980 and known as trust number 102000 and recorded February 3, 1983 as Document 26495247, as amended and/or affected by the following: Provisions of the declaration recorded February 3, 1983, as Document 26495247, relating to:
 - a. annual assessments for maintenance of common properties; and
 - b. special assessments for capital improvements to be levied by Northwest Point Association, a not-for-profit corporation of Illinois; And to the continuing lien of said assessments on the Land.

First amendment recorded as Document Number 88197029.
 Second amendment recorded as Document Number 98240101.
 Third amendment recorded as Document Number 98240102.
 Assignment and assumption to MGA Development Associates, L.P. recorded as Document Number 98240104.
 Designation of Building site, recorded December 5, 2001 as Document 0011148328.
 Fourth Amendment to Declaration of Covenants, Easements, and Restrictions for Northwest Point recorded December 17, 2015 as Document No. 1535119101.
 Fifth Amendment to Declaration of Covenants, Easements, and Restrictions for Northwest Point recorded January 18, 2022 as Document No. 2201819017.
 Partial release recorded August 3, 1984 as document no. 27199708.
2. Rights of the adjoining owners in and to the concurrent use of said easement described in Schedule A.
3. Rights of tenants, as tenants only, under unrecorded lease agreements, without any rights of first refusal or options to purchase the Land.