

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Report Mortgage Fraud
844-768-1713



2406608004

Doc# 2406608004 Fee \$127.00
ILRHSP FEE:\$18.00 RPRF FEE:\$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK'S OFFICE
DATE: 3/6/2024 9:23 AM
PAGE: 1 OF 39

The property identified as: PIN: 27-15-100-014-0000

Address:

Street: 4 Orland Park Pl.

Street line 2:

City: Orland Park

State: IL

ZIP Code: 60462

Lender: CIBC Bank USA

Borrower: PMAT Orland, L.L.C.

Loan / Mortgage Amount: \$54,292,000.00

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

Certificate number: 433E1182-F2F7-4145-91EB-6046A135219A

Execution date: 3/5/2024

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Title of Document: Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing

Date: March 5, 2024

Name and Mailing address of Mortgagor: PMAT Orland, L.L.C.,
a Delaware limited liability company
2215 Lakeshore Drive
Mandeville, Louisiana 70448
Attention: Robert Whelan

Name and Mailing address of Mortgagee: CIBC Bank USA, as administrative agent
3290 Northside Parkway NW, Suite 700
Atlanta, Georgia 30327
Attention: Cheryl Spitalnick

Legal Description: See Exhibit A attached hereto and made a part hereof

Recording References: N/A

Prepared by and return following recording to: Cybil J. Abrao, Esq.
Burr & Forman LLP
101 S. Tryon Street, Ste. 2610
Charlotte, North Carolina 28280

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

(This document serves as a Fixture Filing under the Illinois Uniform Commercial Code, Chapter 810 ILCS 5/9-502(b), et seq.)

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made this 5th day of March, 2024, by PMAT ORLAND, L.L.C., a Delaware limited liability company, whose address is 2215 Lakeshore Drive, Mandeville, Louisiana, 70488, Attention: Robert Whelan (together with its permitted successors and assigns, "Mortgagor"), in favor of CIBC BANK USA, in its capacity as administrative agent for the benefit of itself and the Lenders (as hereinafter defined), as mortgagee (in such capacity, together with its successors and assigns, "Mortgagee"), whose address is 3290 Northside Parkway NW, Suite 700, Atlanta, Georgia 30327; Attention: Cheryl Spitalnick.

ARTICLE I

Definitions; Granting Clauses; Secured Indebtedness

1.1 Definitions.

(a) In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it, such definitions to be applicable equally to the singular and the plural forms of such terms and to all genders:

"Accessories" shall have the meaning set forth in Section 1.2 of this Mortgage.

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

"Collateral" shall have the meaning set forth in Section 1.2 of this Mortgage.

"Debtor Relief Laws" means Title 11 of the United States Code as now or hereafter in effect or any other federal, state or local law, domestic or foreign, as now or hereafter in effect relating to bankruptcy, insolvency, liquidation, receivership, reorganization, arrangement, composition, extension or adjustment of debts, or similar laws affecting the rights of creditors.

"Event of Default" shall have the meaning set forth in Section 4.1 of this Mortgage.

"IL UCC" means the Illinois Uniform Commercial Code, as in effect from time to time.

"Improvements" means all buildings, fixtures, structures, improvements and other appurtenances now or hereafter existing, erected or placed on the Land, together with any on-site improvements and off-site improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land.

"Land" means the real property described in Exhibit A which is attached hereto and incorporated herein by reference.

"Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, permit, authorization, decision, order, injunction or decree, domestic or foreign.

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“Lease” means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, extensions, replacements, and modifications thereof, and guaranties of payment or performance, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

“Lenders” means the financial institutions party from time to time to the Loan Agreement.

“Lien” means any mortgage, deed of trust, deed to secure debt, pledge, hypothecation, assignment, deposit arrangement, charge, encumbrance, lien (statutory or other), preference, priority or other security agreement or similar preferential arrangement of any kind or nature whatsoever.

“Loan Agreement” means that certain Loan and Security Agreement dated as of the date hereof among Mortgagor, as borrower, the Lenders and Mortgagee, as administrative agent, as the same may be amended, restated, supplemented or otherwise modified following the date hereof.

“Loan Documents” shall mean a collective reference to the Loan Documents, as such term is defined in the Loan Agreement, and any and all documents executed in connection with the Loan.

“Maximum Amount” shall have the meaning set forth in Section 6.11 of this Mortgage.

“Mortgagee” shall have the meaning set forth in the introductory paragraph hereof.

“Mortgagor” shall have the meaning set forth in the introductory paragraph hereof.

“Notes” shall mean those certain Promissory Notes made by Mortgagor and payable to the order of each Lender in the aggregate principal face amount of \$54,292,000 bearing interest as provided in the Loan Agreement, containing a provision for, among other things, the payment of attorneys’ fees, in each case, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Premises” shall have the meaning set forth in Section 1.2 of this Mortgage.

“Proceeds,” when used with respect to any of the Property, means all proceeds of such Property, including all insurance proceeds and all other proceeds within the meaning of that term as defined in the IL UCC.

“Property” shall have the meaning set forth in Section 1.2 of this Mortgage.

“Release Date” means the earlier of the following two dates: (i) the date on which one hundred percent (100%) of the indebtedness and obligations secured hereby have been irrevocably paid and performed in full and this Mortgage has been released, or (ii) the date on which the lien of this Mortgage is fully and finally foreclosed or a conveyance by deed in lieu of such foreclosure is fully and finally effective, and possession of the Property has been given to the purchaser or Mortgagee free of occupancy and claims to occupancy by Mortgagor and Mortgagor’s heirs, devisees, representatives, successors and assigns; provided, that if such payment, performance, release, foreclosure or conveyance is challenged, in bankruptcy proceedings or otherwise, the Release Date shall be deemed not to have occurred until such challenge is rejected, dismissed or withdrawn with prejudice.

“Rents” means all of the rents, issues and profits, and all revenue, income and proceeds derived and to be derived from the Property or arising from the use or enjoyment of any portion thereof or from any Lease, including but not limited to the proceeds from any negotiated Lease termination or buyout

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of such Lease, liquidated damages following default under any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, all of Mortgagor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable Debtor Relief Law, together with any sums of money that may now or at any time hereafter be or become due and payable to Mortgagor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas, mineral and mining leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Mortgagor under or pursuant to any and all contracts and bonds relating to any construction on or renovation of the Property.

"Requirement of Law" means as to any person, the Certificate (or Articles) of Incorporation, By-Laws (or Code of Regulations), or other organizational or governing documents of Mortgagor or any Guarantor, and any law, treaty, rule or regulation, or determination, including all environmental laws, rules, regulations and determinations, of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon Mortgagor or any Guarantor or any of their property or to which Mortgagor or any Guarantor or any of their property is subject.

"Secured Indebtedness" means all indebtedness and obligations referenced in clauses (a), (b) and (c) of Section 1.4 hereof, as the same may exist from time to time prior to the termination hereof.

"Secured Parties" means a collective reference to Mortgagee, each of the Lenders and any other holder of any of the Secured Indebtedness and their successors and assigns; and "Secured Party" means any of them, as applicable.

(b) Any term used or defined in the IL UCC, and not defined in this Mortgage or the Loan Agreement has the meaning given to the term in the IL UCC, when used in this Mortgage; provided, however, if a term is defined in Article 9 of the IL UCC differently than in another article of the IL UCC, the term has the meaning specified in Article 9.

(c) Capitalized terms used herein and not otherwise defined have the meaning given such terms in the Loan Agreement.

1.2 Granting Clause. In consideration of the provisions of this Mortgage and the sum of TEN DOLLARS (\$10.00) cash in hand paid and other good and valuable consideration the receipt and sufficiency of which are acknowledged by Mortgagor, Mortgagor does hereby MORTGAGE, GRANT, WARRANT, BARGAIN, SELL, CONVEY, PLEDGE, TRANSFER, ASSIGN and SET OVER to Mortgagee, with mortgage covenants all right, title and interest of Mortgagor in and to, the following:

(a) the Land, together with: (i) the Improvements and any other tenant improvements; and (ii) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to (1) all estates, title interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Mortgagor and belonging or appertaining to the Land or Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (4) all Claims whatsoever of Mortgagor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy, and (5) all rights, estates, powers and privileges appurtenant or incident to the foregoing (the Land, Improvements and other rights, titles and interests referred to in this clause (a), all Additions to and Proceeds of the

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foregoing being herein sometimes collectively called the “Premises”);

(b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Mortgagor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and Additions to the foregoing (the properties referred to in this subsection (b) being herein sometimes collectively called the “Accessories,” all of which are hereby declared to be permanent accessions to the Land);

(c) all (i) plans and specifications for the Improvements and any tenant improvements; (ii) Mortgagor’s rights, but not liability for any breach by Mortgagor, under all commitments (including any commitments for financing to pay any of the obligations or indebtedness referenced in this Section), insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity), Rate Management Agreements, contracts and agreements for the design, construction, operation or inspection of the Improvements, any tenant improvements and other contracts and general intangibles (including but not limited to payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits and deposit accounts arising from or related to any transactions related to the Premises or the Accessories (including but not limited to Mortgagor’s rights in tenants’ security deposits, deposits with respect to utility services to the Premises and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, (including deposit accounts) instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories, and any account or deposit account from which Mortgagor may from time to time authorize any Secured Party to debit and/or credit payments due with respect to the Loan or any Rate Management Agreement, all rights to the payment of money from any Secured Party under any Rate Management Agreement, and all accounts, deposit accounts and general intangibles including payment intangibles, described in any Rate Management Agreement; (iv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories, including but not limited to all of Mortgagor’s rights under the Declarations; (v) leases, rents, issues, profits, royalties, bonuses, revenues and other benefits of the Premises and the Accessories (without derogation of Article III hereof); (vi) as-extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Mortgagor or in which Mortgagor can otherwise grant a security interest; and

(d) all (i) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above in this Section, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Loan Documents or from or through any state or federal government sponsored program or entity) relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; (ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Mortgagor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section; (iii) all commercial tort claims

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Mortgagor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in this Section; (iv) other interests of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and (v) all other assets of Mortgagor, and if the estate of Mortgagor in any of the property referred to above in this Section is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Mortgagor in or to the property demised under the lease creating the leasehold estate;

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers, benefits, interests and privileges appurtenant thereto of every kind and character which Mortgagor now has or hereafter acquires in, to or for the benefit of the Premises, the Accessories and all other property and rights used or useful in connection therewith (herein collectively called the "Property"), unto Mortgagee, and Mortgagee's successors or substitutes, and to its successors and assigns, subject to the terms, provisions and conditions herein set forth, to secure the obligations of Mortgagor under the Notes, the Loan Agreement and the other Loan Documents and all other Secured Indebtedness, that should the Secured Indebtedness be paid according to the tenor and effect thereof when the same shall be due and payable and should Mortgagor timely and fully discharge its obligations hereunder, then these presents and the estate hereby granted shall cease, terminate, and be void, except for those provisions herein expressly provided to survive termination or release of this Mortgage.

1.3 Security Interest. Mortgagor hereby grants to Mortgagee (for the benefit of the Secured Parties) a security interest in all of the Property which constitutes personal property or fixtures, all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith (herein sometimes collectively called the "Collateral") to secure the Secured Indebtedness. In addition to its rights hereunder or otherwise, Mortgagee (for the benefit of the Secured Parties) shall have all of the rights of a secured party under the IL UCC, or under the Uniform Commercial Code in force, from time to time, in any other state to the extent the same is Applicable Law. This Mortgage secures an obligation incurred for the construction of an improvement on the Land and as such constitutes a "construction mortgage" under Section 9-334(h) of the IL UCC.

1.4 Notes, Loan Documents, Other Obligations, Amount Secured. This Mortgage is made to secure and enforce the payment and performance of the following promissory notes, obligations, indebtedness, duties and liabilities and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time:

(a) the Notes, any Rate Management Agreement entered into between Mortgagor and Mortgagee, or any Lender, or any Affiliate of Mortgagee or any Lender, and the other Loan Documents (including, without limitation, all indebtedness, liabilities, duties, covenants, promises and other obligations whether joint or several, direct or indirect, fixed or contingent, liquidated or unliquidated, and the cost of collection of all such amounts under each such document, note or instrument), and all other notes, instruments or agreements given in substitution therefor or in modification, supplement, increase, renewal or extension thereof; in whole or in part;

(b) all other indebtedness, liabilities, duties, covenants, promises and other obligations whether joint or several, direct or indirect, fixed or contingent, liquidated or unliquidated, and the reasonable cost of collection of all such amounts, owed by Mortgagor (whether now or hereafter incurred) to Mortgagee and each Lender (or, in the case of any Rate Management Agreement, an Affiliate of any Lender) under any Loan Document or other document now or hereafter evidencing, governing, guaranteeing, securing or otherwise executed in connection with the obligations and loans related to any of the above-noted documents, instruments and notes, including but not limited to any other loan or credit agreements, letters of credit or reimbursement agreements, tri-party financing

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agreements, Rate Management Agreement or other agreement between Mortgagor and Mortgagee, or Mortgagor and any Lender, or among Mortgagor, Mortgagee, any Lender and any other party or parties, pertaining to the repayment or use of the proceeds of the Loans evidenced by the Notes referenced above, excluding, however, obligations arising under any “swap” (as such term is defined in the Commodity Exchange Act, as in effect from time to time, and the official rules and regulations promulgated thereunder (collectively, the “CEA”)) to the extent that the securing of such swap obligation by Mortgagor would be impermissible or illegal under the CEA; and

(c) all future advances and readvances that may subsequently be made by Mortgagee or any Lender to Mortgagor with respect to any of the foregoing; provided, however, and notwithstanding the foregoing provisions of this Section, this Mortgage shall not secure any such other loan, advance, debt, obligation or liability with respect to which Mortgagee or any Lender is by Applicable Law prohibited from obtaining a lien on real estate nor shall such section create an obligation on the part of Mortgagee or any Lender to make future advances or readvances to Mortgagor.

1.5 Mortgage for the Benefit of the Secured Parties. All provisions in favor of Mortgagee set forth herein, except to the extent related solely to the reimbursement of Mortgagee for costs and expenses incurred in connection herewith or to the indemnification obligations of Mortgagor as they relate specifically to Mortgagee, are intended to be for the benefit of the Secured Parties, and all actions taken by Mortgagee hereunder, except as specifically related to the matters noted above, shall be deemed to be for the benefit of the Secured Parties.

1.6 Future Advances. Mortgagee and the Lenders are obligated under the terms of the Loan Documents to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be secured by the lien of this Mortgage, as provided in Section 15-1302(b)(1) of the Act. Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or the Lenders or otherwise (but not advances or loans made more than twenty (20) years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding under the Loan Documents at the time any advance is made. The lien of this Mortgage shall be valid as to all such obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Property is located. The total amount of the obligations secured hereby may increase or decrease from time to time. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including any statutory liens except taxes and assessments levied on the Property or such other liens that shall have priority by operation of law, to the extent of the maximum amount secured hereby.

1.7 Variable Interest Rate. The Loan bears interest at a variable rate of interest

ARTICLE II

Representations, Warranties and Covenants

Mortgagor represents, warrants, and covenants as follows:

2.1 Payment and Performance. Mortgagor will make due and punctual payment of the Secured Indebtedness. Mortgagor will timely and properly perform and comply with all of the covenants, agreements, and conditions imposed upon it by this Mortgage and the other Loan Documents and will not permit an Event of Default to occur hereunder or thereunder. Time shall be of the essence in this Mortgage.

2.2 Title and Permitted Exceptions. Mortgagor has, in Mortgagor’s own right, and, except as specifically provided by the Loan Agreement, Mortgagor covenants to maintain, lawful, good and marketable

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fee simple title to the Property, owns all of the beneficial and equitable interest in and to the Property, is lawfully seized and possessed of the Property and every part thereof. Mortgagor has the right to mortgage the same, free and clear of all liens, charges, claims, security interests, and encumbrances except for Permitted Exceptions and does hereby mortgage the Property. Mortgagor, and Mortgagor's successors and assigns, will warrant generally and forever defend title to the Property, subject as aforesaid, to Mortgagee and its successors or substitutes and assigns, against the claims and demands of all persons claiming or to claim the same or any part thereof. Mortgagor will punctually pay, perform, observe and keep in all material respects all covenants, obligations and conditions in or pursuant to any Permitted Exception and will not modify or affirmatively permit modification of any Permitted Exception in any material respect without the prior written consent of Mortgagee. Inclusion of any matter as a Permitted Exception does not constitute approval or waiver by Mortgagee of any existing or future violation or other breach thereof by Mortgagor, by the Property or otherwise. If any right or interest of Mortgagee (or any other Secured Party) in the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly, Mortgagee (whether or not named as party to legal proceedings with respect thereto), is hereby authorized and empowered to take such steps as in their discretion may be proper for the defense of any such legal proceedings or the protection of such right or interest of Mortgagee, including but not limited to the employment of independent counsel, the prosecution or defense of litigation, and the compromise or discharge of adverse claims. All expenditures so made of every kind and character shall be a demand obligation (which obligation Mortgagor hereby promises to pay) owing by Mortgagor to Mortgagee, and Mortgagee shall be subrogated to all rights of the person receiving such payment.

2.3 Taxes and Other Impositions. Mortgagor will pay, or cause to be paid, all taxes, assessments and other charges or levies imposed upon or against or with respect to the Property as required by the Loan Agreement.

2.4 Insurance. Mortgagor shall obtain and maintain at Mortgagor's sole expense all insurance required to be maintained pursuant to the Loan Agreement, and shall comply with all provisions regarding such insurance as set forth therein.

2.5 Insurance and Condemnation Proceeds. Mortgagor shall comply with all provisions regarding insurance and condemnation proceeds as set forth in the Loan Agreement.

2.6 Compliance with Requirement of Law. The Property and the use, operation and maintenance thereof and all activities thereon do and shall at all times comply with all applicable Requirements of Law. The Property is not, and shall not be, dependent on any other property or premises or any interest therein other than the Property to fulfill any Requirement of Law. Except as set forth in the Permitted Exceptions, Mortgagor shall not, by act or omission, permit any building or other improvement not subject to the lien of this Mortgage to rely on the Property or any interest therein to fulfill any requirement of any Requirement of Law. Mortgagor has obtained (or will obtain) and shall preserve in force all requisite zoning, utility, building, health, environmental and operating permits from the governmental authorities having jurisdiction over the Property.

2.7 No Other Liens. Mortgagor will not create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Exceptions, the Liens created pursuant to the Loan Documents or expressly permitted by the Loan Documents, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage, and should any of the foregoing become attached hereafter in any manner to any part of the Property, Mortgagor will cause the same to be promptly discharged and released. Mortgagor will own all parts of the Property and will not acquire any fixtures, equipment or other property forming a part of the Property pursuant to a lease, license, security agreement or similar agreement, whereby any party has or may obtain the right to repossess or remove same.

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2.8 Financial Matters. Mortgagor is solvent after giving effect to all borrowings contemplated by the Loan Documents and no proceeding under any Debtor Relief Law is pending (or, to Mortgagor's knowledge, threatened) by or against Mortgagor, or any affiliate of Mortgagor, as a debtor. All reports, statements, plans, budgets, applications, agreements and other data and information heretofore furnished or hereafter to be furnished by or on behalf of Mortgagor to Mortgagee in connection with the loans evidenced by the Loan Documents (including, without limitation, all financial statements and financial information) are and will be true, correct and complete in all material respects as of their respective dates and do not and will not omit to state any fact or circumstance necessary to make the statements contained therein not misleading. No material adverse change has occurred since the dates of such reports, statements and other data in the financial condition of Mortgagor. For the purposes of this Section, "Mortgagor" shall also include any person liable directly or indirectly for the Secured Indebtedness or any part thereof and any joint venturer or general partner of Mortgagor.

2.9 Certain Environmental Matters. Mortgagor shall comply with the terms and covenants of that certain Environmental Indemnity Agreement dated as of the date hereof (the "Environmental Indemnity Agreement").

2.10 Further Assurances. Mortgagor will, promptly on request of Mortgagee, (a) correct any defect, error or omission which may be discovered in the contents, execution or acknowledgment of this Mortgage or any other Loan Document; (b) execute, acknowledge, deliver, procure and record and/or file such further documents (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements, and assignments of rents or leases) and do such further acts as may be necessary, reasonably desirable or proper to carry out more effectively the purposes of this Mortgage and the other Loan Documents, to more fully identify and subject to the liens and security interests hereof any property intended to be covered hereby (including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Property) or as deemed advisable by Mortgagee in its reasonable discretion to protect the lien or the security interest hereunder against the rights or interests of third persons; and (c) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of Mortgagee or any Lender to enable Mortgagee or such Lender to comply with the requirements or requests of any agency having jurisdiction over Mortgagee or such Lender or any examiners of such agencies with respect to the indebtedness secured hereby, Mortgagor or the Property. Mortgagor shall pay all reasonable costs connected with any of the foregoing, which shall be a demand obligation owing by Mortgagor (which Mortgagor hereby promises to pay) to Mortgagee or the applicable Lender pursuant to this Mortgage.

2.11 Fees and Expenses. Without limitation of any other provision of this Mortgage or of any other Loan Document and to the extent not prohibited by Applicable Law, Mortgagor will pay, and will reimburse to Mortgagee on demand to the extent paid by Mortgagee: (a) all reasonable appraisal fees, filing, registration and recording fees, recordation, transfer and other taxes, brokerage fees and commissions, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, uniform commercial code search fees, judgment and tax lien search fees, escrow fees, attorneys' fees, architect fees, engineer fees, construction consultant fees, environmental inspection fees, survey fees, and all other reasonable out-of-pocket costs and expenses of every character reasonably incurred by Mortgagor or Mortgagee in connection with the preparation of the Loan Documents, the evaluation, closing and funding of the loans evidenced by the Loan Documents, and any and all amendments and supplements to this Mortgage or any other Loan Documents or any approval, consent, waiver, release or other matter requested or required hereunder or thereunder, or otherwise attributable or chargeable to Mortgagor as owner of the Property; and (b) all reasonable costs and expenses, including attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the defense of any right or remedy or the enforcement of any obligation of Mortgagor, hereunder or under any other Loan Document.

2.12 Indemnification.

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(a) Mortgagor will indemnify and hold harmless each Secured Party from and against, and reimburse them on demand for, any and all Indemnified Matters (hereinafter defined). For purposes of this Section, the terms "Mortgagee" shall include the directors, officers, partners, employees and agents of each Secured Party, and any persons owned or controlled by, owning or controlling, or under common control or affiliated with each Secured Party. Without limitation, the foregoing indemnities shall apply to each indemnified person with respect to matters which in whole or in part are caused by or arise out of the negligence of such (and/or any other) indemnified person, provided, however, such indemnities shall not apply to a particular indemnified person to the extent that the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of that indemnified person as determined by a final nonappealable judgment of a court of competent jurisdiction. Any amount to be paid under this Section by Mortgagor to Mortgagee shall be a demand obligation owing by Mortgagor (which Mortgagor hereby promises to pay) to Mortgagee pursuant to this Mortgage. Nothing in this Section elsewhere in this Mortgage or in any other Loan Document shall limit or impair any rights or remedies of Mortgagee (including without limitation any rights of contribution or indemnification) against Mortgagor or any other person under any other provision of this Mortgage, any other Loan Document, any other agreement or any applicable Requirement of Law.

(b) As used herein, the term "Indemnified Matters" means any and all claims, demands, liabilities (including strict liability), losses, damages (including consequential damages), causes of action, judgments, penalties, fines, costs and expenses (including without limitation, reasonable fees and expenses of attorneys and other professional consultants and experts, and of the investigation and defense of any claim, whether or not such claim is ultimately defeated, and the settlement of any claim or judgment including all value paid or given in settlement) of every kind, known or unknown, foreseeable or unforeseeable, which may be imposed upon, asserted against or incurred or paid by Mortgagee at any time and from time to time, whenever imposed, asserted or incurred, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with the Property or with this Mortgage or any other Loan Document, including but not limited to any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever at any time on or before the Release Date, any act performed or omitted to be performed hereunder or under any other Loan Document, any breach by Mortgagor of any representation, warranty, covenant, agreement or condition contained in this Mortgage or in any other Loan Document, any default as defined herein, any claim under or with respect to any Lease or arising under the Environmental Indemnity Agreement. Mortgagor's obligations and liabilities under this Section shall survive the expiration of this Mortgage, but shall not extend to any Indemnified Matters (i) first occurring after the date that Mortgagee, any Lender or its designee first acquires possession of the Property, whether by foreclosure, deed in lieu of foreclosure, or otherwise, or (ii) which arise or result from the gross negligence or willful misconduct of Mortgagee or any Lender, as determined by a final nonappealable judgment of a court of competent jurisdiction.

2.13 Records and Financial Reports. Mortgagor will furnish to Mortgagee such financial statements and other information as may be required pursuant to the terms of the Loan Agreement.

2.14 Taxes on Notes or Mortgage. Mortgagor will promptly pay all income, franchise and other taxes owing by Mortgagor and any stamp, documentary, recordation and transfer taxes or other taxes (unless such payment by Mortgagor is prohibited by law) which may be required to be paid with respect to this Mortgage, any Loan Document or any other instrument evidencing or securing any of the Secured Indebtedness. In the event of the enactment after this date of any law of any governmental entity applicable to Mortgagee or any Lender, the Property, this Mortgage or any Loan Document imposing upon Mortgagee or any Lender, the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagor, or changing in any way the laws relating to the taxation of deeds of trust or mortgages or security agreements or debts secured by deeds of trust or mortgages or security agreements or the interest of Mortgagee in the property covered thereby, or the manner of collection of such taxes, so as to affect this Mortgage or the indebtedness secured hereby or Mortgagee or any Lender, then, and in any such event, Mortgagor, upon demand

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by Mortgagee or such Lender, shall pay such taxes, assessments, charges or liens, or reimburse Mortgagee or such Lender therefor; provided, however, that if in the opinion of counsel for Mortgagee or such Lender (i) it might be unlawful to require Mortgagor to make such payment or (ii) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, Mortgagee or such Lender may elect, by notice in writing given to Mortgagor, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

2.15 Statement Concerning Loan Documents or Mortgage. Mortgagor shall at any time and from time to time furnish within seven (7) days of request by Mortgagee a written statement in such form as may be reasonably required by Mortgagee stating that (a) this Mortgage and the other Loan Documents are valid and binding obligations of Mortgagor, enforceable against Mortgagor in accordance with their terms; (b) the unpaid principal balance under the Loan Agreement; (c) the date to which interest has been paid under the Loan Agreement; (d) this Mortgage and the other Loan Documents have not been released, subordinated or modified; and (e) if such request is being made in connection with the disbursement of a Loan under the Loan Agreement or during the continuance of an Event of Default, there are no offsets or defenses against the enforcement of this Mortgage or any other Loan Document. If any of the foregoing statements are untrue, Mortgagor shall, alternatively, specify the reasons therefor. Notwithstanding anything to the contrary contained herein, Mortgagee shall only be entitled to exercise the rights granted in this Section once in each calendar quarter unless and Event of Default has occurred and is continuing.

2.16 Absence of Obligations of Mortgagee with Respect to Property. Notwithstanding anything in this Mortgage to the contrary, including, without limitation, the definition of "Property" and/or the provisions of Article III hereof, (i) to the extent permitted by Applicable Law, the Property is composed of Mortgagor's rights, title and interests therein but not Mortgagor's obligations, duties or liabilities pertaining thereto, (ii) neither Mortgagee nor any Lender assumes nor shall have any obligations, duties or liabilities in connection with any portion of the items described in the definition of "Property" herein, either prior to or after obtaining title to such Property, whether by foreclosure sale, the granting of a deed in lieu of foreclosure or otherwise, and (iii) Mortgagee may, at any time prior to or after the acquisition of title to any portion of the Property as above described, advise any party in writing as to the extent of Mortgagee's interest therein and/or expressly disaffirm in writing any rights, interests, obligations, duties and/or liabilities with respect to such Property or matters related thereto. Without limiting the generality of the foregoing, it is understood and agreed that neither Mortgagee nor any Lender shall have any obligations, duties or liabilities prior to or after acquisition of title to any portion of the Property, as lessee under any lease or purchaser or seller under any contract or option unless Mortgagee or such Lender elects otherwise by written notification.

2.17 Additions to Security. All right, title and interest of Mortgagor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Accessories hereafter acquired shall, without any further mortgage, conveyance, assignment or other act by Mortgagor, become subject to the Lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described in the granting clauses hereof. Mortgagor agrees, however, to execute and deliver to Mortgagee such further documents as may be required by the terms of the Loan Agreement and the other Loan Documents.

ARTICLE III

Assignment of Rents, Leases, Issues and Profits

3.1 Assignment. Mortgagor hereby absolutely and unconditionally assigns, transfers and sets over to Mortgagee, for the benefit of the Secured Parties, all Rents and all of Mortgagor's rights in and under all Leases TO HAVE AND TO HOLD unto Mortgagee forever, and Mortgagor does hereby bind Mortgagor, its successors and assigns, to warrant and forever defend the title to the Rents unto Mortgagee against every person whomsoever lawfully claiming or to claim the same, or any part thereof. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Mortgagor to Mortgagee, of all of Mortgagor's right,

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title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. In no event will the assignment in this Section reduce the Secured Indebtedness except to the extent, if any, that Rent is actually received by Mortgagee and applied upon or after said receipt to the Secured Indebtedness in accordance with this Mortgage. So long as no Event of Default has occurred and is continuing, Mortgagor shall have a license (which license shall terminate automatically and without further notice upon the occurrence and during the continuance of an Event of Default) to collect, but not prior to accrual, the Rents under the Leases and, where applicable, subleases, such Rents to be held in trust for Mortgagee and to otherwise deal with all Leases as permitted by this Mortgage. Each month, provided no Event of Default has occurred and is continuing, Mortgagor may retain such Rents as were collected that month and held in trust for Mortgagee; provided, however, that all Rents collected by Mortgagor shall be applied as set forth in the Loan Agreement. To the extent permitted by Applicable Law, upon the revocation of such license, following the occurrence and during the continuance of an Event of Default, all Rents shall be paid directly to Mortgagee and not through Mortgagor, all without the necessity of any further action by Mortgagee, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Property or any action for the appointment of a receiver. Mortgagor hereby authorizes and directs the tenants under the Leases to pay Rents to Mortgagee upon written demand by Mortgagee, without further consent of Mortgagor, without any obligation of such tenants to determine whether an Event of Default has in fact occurred and regardless of whether Mortgagee has taken possession of any portion of the Property, and the tenants may rely upon any written statement delivered by Mortgagee to the tenants. Any such payments to Mortgagee shall constitute payments to Mortgagor under the Leases, and Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact to do all things, after an Event of Default, which Mortgagor might otherwise do with respect to the Property and the Leases thereon, including, without limitation, (i) collecting Rents with or without suit and applying the same, less expenses of collection, to any of the obligations secured hereunder or to expenses of operating and maintaining the Property (including reasonable reserves for anticipated expenses), at the option of Mortgagee, all in such manner as may be determined by Mortgagee, or at the option of Mortgagee, holding the same as security for the payment of the Secured Indebtedness, (ii) leasing, in the name of Mortgagor, the whole or any part of the Property which may become vacant, and (iii) employing agents therefor and paying such agents reasonable compensation for their services. The powers and rights granted in this paragraph shall be in addition to the other remedies herein provided for upon the occurrence of an Event of Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon Mortgagee or any Lender to exercise any power or right granted in this paragraph or to assume any liability under any Lease of any part of the Property and no liability shall attach to Mortgagee or any Lender for failure or inability to collect any Rents under any such Lease. The assignment contained in this Section shall become null and void upon the release of this Mortgage.

3.2 Covenants, Representations and Warranties Concerning Leases and Rents. Mortgagor covenants, represents and warrants that: (a) Mortgagor has good title to, and is the owner of the entire landlord's interest in, the Leases and Rents hereby assigned and authority to assign them; (b) all Leases are valid and enforceable, and in full force and effect, and are unmodified except as stated therein; (c) neither Mortgagor nor, to the knowledge of Mortgagor, any tenant in the Property is in default under its Lease (and no event has occurred which with the passage of time or notice or both would result in a default under its Lease); (d) unless otherwise stated in a Permitted Exception, no Rents or Leases have been or will be assigned, mortgaged, pledged or otherwise encumbered and no other person has or will acquire any right, title or interest in such Rents or Leases; (e) no Rents have been waived, released, discounted, set off or compromised; (f) except as stated in the Leases, Mortgagor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents; (g) Mortgagor shall perform all of its obligations under the Leases and enforce the tenants' obligations under the Leases to the extent enforcement is prudent under the circumstances; (h) Mortgagor will not without the prior written consent of Mortgagee, waive, release, discount, set off, compromise, reduce or defer any Rent, receive or collect Rents more than one (1) month in advance, waive, release or otherwise modify any other material obligation under any Lease, or settle or compromise any claim against a tenant under a Lease in bankruptcy or otherwise; (i) Mortgagor will not, without the prior written consent of Mortgagee, terminate or consent to the cancellation or surrender of any Lease having an unexpired term of one (1) year or more; (j) Mortgagor will not execute any Lease except in accordance with the Loan Documents and

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for actual occupancy by the tenant thereunder; (k) Mortgagor shall give prompt notice to Mortgagee, as soon as Mortgagor first obtains notice, of any claim, or the commencement of any action, by any tenant or subtenant under or with respect to a Lease regarding any claimed damage, default, diminution of or offset against Rent, cancellation of the Lease, or constructive eviction, excluding, however, notices of default under residential Leases, and Mortgagor shall defend, at Mortgagor's expense, any proceeding pertaining to any Lease, including, if Mortgagee so requests, any such proceeding to which Mortgagee is a party; (l) Mortgagor shall at the times set forth in the Loan Agreement, deliver to Mortgagee a complete rent roll of the Property in such detail as Mortgagee may reasonably require, and promptly upon request by Mortgagee deliver to such of the tenants and others obligated under the Leases specified by Mortgagee written notice of the assignment in Section 3.1 hereof in form and content satisfactory to Mortgagee; (m) promptly upon request by Mortgagee, Mortgagor shall deliver to Mortgagee executed originals (or copies if originals are not available) of all Leases and copies of all records relating thereto; (n) there shall be no merger of the leasehold estates, created by the Leases, with the fee estate of the Land without the prior written consent of Mortgagee; and (o) Mortgagee may at any time and from time to time by specific written instrument intended for the purpose, unilaterally subordinate the lien of this Mortgage to any Lease, without joinder or consent of, or notice to, Mortgagor, any tenant or any other person, and notice is hereby given to each tenant under a Lease of such right to subordinate. No such subordination shall constitute a subordination to any lien or other encumbrance, whenever arising, or improve the right of any junior lienholder; and nothing herein shall be construed as subordinating this Mortgage to any Lease.

3.3 No Liability of Mortgagee. Mortgagee's acceptance of this assignment shall not be deemed to constitute Mortgagee or any Secured Party a "mortgagee in possession," nor obligate Mortgagee (or any Secured Party) to appear in or defend any proceeding relating to any Lease or to the Property, or to take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under any Lease, or assume any obligation for any deposit delivered to Mortgagor by any tenant and not as such delivered to and accepted by Mortgagee. Neither Mortgagee nor any other Secured Party shall be liable for any injury or damage to person or property in or about the Property, except to the extent resulting from such party's gross negligence or willful misconduct of that indemnified person as determined by a final nonappealable judgment of a court of competent jurisdiction, or for Mortgagee's failure to collect or to exercise diligence in collecting Rents, but shall be accountable only for Rents that it shall actually receive. Neither the assignment of Leases and Rents nor enforcement of Mortgagee's rights regarding Leases and Rents (including collection of Rents) nor possession of the Property by Mortgagee nor Mortgagee's consent to or approval of any Lease (nor all of the same), shall render Mortgagee liable on any obligation under or with respect to any Lease or constitute affirmation of, or any subordination to, any Lease, occupancy, use or option.

If Mortgagee seeks or obtains any judicial relief regarding Rents or Leases, the same shall in no way prevent the concurrent or subsequent employment of any other appropriate rights or remedies nor shall same constitute an election of judicial relief for any foreclosure or any other purpose. Mortgagee neither has nor assumes any obligations as lessor or landlord with respect to any Lease. The rights of Mortgagee under this Article III shall be cumulative of all other rights of Mortgagee and any Lender under the Loan Documents or otherwise.

ARTICLE IV

Events of Default

4.1 Events of Default. The occurrence of any one of the following shall constitute an event of default under this Mortgage ("Event of Default") (in each case subject to, but without duplication of, any applicable grace or cure periods provided for herein or in any other Loan Document (as applicable)):

(a) Failure to Pay Indebtedness. Any of the Secured Indebtedness is not paid when due, regardless of how such amount may have become due, giving effect to applicable notice and cure periods for monetary defaults (if any) set forth in any Loan Document.

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(b) Nonperformance of Covenants. Failure to perform any covenant, agreement or condition herein (other than covenants otherwise addressed in another paragraph of this Section, such as covenants to pay the Secured Indebtedness) and such failure remains so for a period of thirty (30) days after written notice to Mortgagor, provided, however, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Project, and the priority, validity and enforceability of the liens created by this Mortgage or any of the other Loan Documents and the value of the Property is not impaired, threatened or jeopardized, then Mortgagor shall have a period ("Cure Period") of thirty (30) days after Mortgagor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period (provided, however, such period shall be limited to ten (10) days if such failure can be cured by the payment of money), provided further that if such failure cannot be cured by the payment of money and Mortgagor commences to cure such non-monetary failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for such non-monetary failure for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate.

(c) Default Under Other Loan Documents. The occurrence of any default under the Loan Agreement or any other Loan Document which is not cured within the applicable grace period (if any) provided therein.

4.2 Notice and Cure. If any provision of this Mortgage or any other Loan Document provides for Mortgagee to give to Mortgagor any notice regarding an Event of Default or incipient Event of Default, then if Mortgagee shall fail to give such notice to Mortgagor as provided, the sole and exclusive remedy of Mortgagor for such failure shall be to seek appropriate equitable relief to enforce the agreement to give such notice and to have any acceleration of the maturity of the Notes and the Secured Indebtedness postponed or revoked and foreclosure proceedings in connection therewith delayed or terminated pending or upon the curing of such Event of Default in the manner and during the period of time permitted by such agreement, if any, and Mortgagor shall have no right to damages or any other type of relief not herein specifically set out against Mortgagee, all of which damages or other relief are hereby waived by Mortgagor. Nothing herein or in any other Loan Document shall operate or be construed to add on or make cumulative any cure or grace periods specified in any of the Loan Documents.

ARTICLE V

Remedies

5.1 Certain Remedies. Upon the occurrence and during the continuance of any Event of Default, Mortgagee may (but shall have no obligation to), and upon the request of the Required Lender, Mortgagee shall, exercise any one or more of the following remedies, without notice (unless notice is required by Applicable Law):

(a) Acceleration. Declare any or all of the Secured Indebtedness immediately due and payable, terminate any and all Rate Management Agreements and demand payment of the principal sum due thereunder, with interest, advances, costs, and attorneys' fees. To the fullest extent permitted by Applicable Laws, Mortgagor waives any and all rights Mortgagor may have to a hearing before any judicial authority prior to the exercise by Mortgagee of any of its rights under this Mortgage and in compliance with all Requirements of Law. Without limitation of the foregoing, upon the occurrence of an Event of Default described in Section 8.1(f) of the Loan Agreement, all of the Secured Indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, declaration or notice of acceleration or intention to accelerate, or any other notice, declaration or act of any kind, all of which are hereby expressly waived by Mortgagor.

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(b) Enforcement of Assignment of Rents. In addition to the rights of Mortgagee under Article III hereof, prior or subsequent to taking possession of any portion of the Property or taking any action with respect to such possession, Mortgagee may: (i) collect and/or sue for the Rents in Mortgagee's own name, give receipts and releases therefor, and after deducting all expenses of collection, including attorneys' fees and expenses, apply the net proceeds thereof to the Secured Indebtedness in such manner and order as Mortgagee may elect and/or to the operation and management of the Property, including the payment of management, brokerage and attorney's fees and expenses; and (ii) require Mortgagor to transfer all security deposits and records thereof to Mortgagee together with original counterparts of the Leases.

(c) Foreclosure: Judicial Foreclosure. Mortgagee may institute any one or more actions of mortgage foreclosure on this Mortgage against all or any part of the Property, or institute other proceedings according to law for foreclosure, and prosecute the same to judgment, execution and sale, for the collection of the Secured Indebtedness and all costs and expenses of such proceedings, including reasonable attorneys' fees and actual attorneys' expenses.

To the extent permitted by Applicable Law, Mortgagee has the option of proceeding as to all or any portion of the Property in accordance with its rights and remedies in respect of the Property, in which event the default provisions of the Uniform Commercial Code will not apply. Mortgagee also has the option of exercising, in respect of the Property consisting of personal property, all of the rights and remedies available to a secured party upon default under the applicable provisions of the IL UCC.

It is the express intention of Mortgagee and Mortgagor that the rights, remedies, powers and authorities conferred upon Mortgagee pursuant to this Mortgage shall include all rights, remedies, powers and authorities that a mortgagor may confer upon a mortgagee under the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq. herein called the "Act"), and/or as otherwise permitted by Applicable Law, as if they were expressly provided for herein. In the event that any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon an Event of Default which are more limited than the rights that would otherwise be vested in Mortgagee under the Act in the absence of said provision, Mortgagee shall be vested with the rights granted in the Act to the full extent permitted by law. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee to the extent reimbursable under 735 ILCS 5/15-1510 and 735 ILCS 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the Secured Indebtedness.

(d) Possession of Property Not Required. Upon any sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, it will not be necessary for Mortgagee or any public officer acting under execution or order of the court to have any of the Property present or constructively in his possession (Mortgagor shall deliver to Mortgagee any portion of the Property not actually or constructively possessed by Mortgagee immediately upon demand by Mortgagee), and the title to and right of possession of any such Property shall pass to the purchaser thereof, as completely as if Mortgagee had been actually present and delivered to purchaser at such sale.

(e) Recitals. The recitals contained in any mortgage of conveyance or other instrument(s) given in connection with any foreclosure sale and/or any affidavit(s) of a person(s) knowledgeable of the facts as to compliance with the requirements of such sale, will, to the extent permitted by law, conclusively establish the truth and accuracy of the matters stated therein, including, without limitation, the amount of the Secured Indebtedness, the occurrence of an Event of Default, and the advertisement and conduct of such sale in the manner provided herein or under Applicable Law and the appointment of any successor Mortgagee hereunder, and it shall not be necessary to prove in any court the existence

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of such facts. All prerequisites and requirements to such foreclosure sale will be conclusively presumed from such recitals to have been satisfied and performed and all persons subsequently dealing with the Property, including without limitation, the purchaser(s) thereof, shall be fully protected in relying upon the truthfulness of such recitals or affidavits.

(f) Divestiture of Title; Bar. At any sale by virtue of any judicial proceedings 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, and to the fullest extent permitted by law, will operate to divest all rights, title, and interest of Mortgagor in and to the items of the Property that are sold, and will be a perpetual bar, both at law and in equity, against Mortgagor and Mortgagor's heirs, executors, administrators, personal representatives, successors and assigns, and against everyone else, claiming the item sold either from, through or under Mortgagor or Mortgagor's heirs, executors, administrators, personal representatives, successors or assigns.

(g) Receipt of Purchase Money Sufficient Discharge. A receipt from any person authorized to receive the purchase money paid at any foreclosure sale, or other sale contemplated by this Mortgage, will be sufficient discharge therefor to the purchaser. After paying such purchase money and receiving such receipt, neither such purchaser nor such purchaser's heirs, executors, administrators, personal representatives, successors or assigns will have any responsibility or liability respecting the application of such purchase money or any loss, misapplication or non-application of any of such purchase money, or to inquire as to the authorization, necessity, expediency or regularity of any such sale.

(h) Separate Sales. The Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion, may elect, subject to Applicable Law; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

(i) Uniform Commercial Code. Without limitation of Mortgagee's rights of enforcement with respect to the Collateral or any part thereof in accordance with the procedures for foreclosure of real estate, Mortgagee may exercise its rights of enforcement with respect to the Collateral or any part thereof under the IL UCC (or under the Uniform Commercial Code in force, from time to time in any other state to the extent the same is Applicable Law) and in conjunction with, in addition to or in substitution for those rights and remedies: (1) Mortgagee may enter upon Mortgagor's premises to take possession of, assemble and collect the Collateral or, to the extent and for those items of the Collateral permitted under Applicable Law, to render it unusable; (2) Mortgagee may require Mortgagor to assemble the Collateral and make it available at a place Mortgagee designates to allow Mortgagee to take possession or dispose of the Collateral; (3) written notice mailed to Mortgagor as provided herein at least ten (10) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; provided that, if Mortgagee fails to comply with this clause (3) in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the IL UCC (or under the Uniform Commercial Code, in force from time to time, in any other state to the extent the same is Applicable Law); (4) any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with and upon the same notice as required for the sale of the Property under power of sale as provided in paragraph (c) above in this Section; (5) in the event of a foreclosure sale, whether made under judgment of a court or otherwise, the Collateral and the other Property may, at the option of Mortgagee, be sold as a whole; (6) it shall not be necessary that Mortgagee take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; (7) with respect to application of proceeds from disposition of the Collateral under Section 5.2 hereof, the costs and expenses incident to disposition shall include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses (including, without

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limitation, the allocated costs for in-house legal services) incurred by Mortgagee; (8) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Secured Indebtedness or as to the occurrence of any Event of Default, or as to Mortgagee having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Mortgagee, shall be taken as prima facie evidence of the truth of the facts so stated and recited; (9) Mortgagee may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Mortgagee, including the sending of notices and the conduct of the sale, but in the name and on behalf of Mortgagee; (10) Mortgagee may comply with any applicable state or federal law or regulatory requirements in connection with a disposition of the Collateral, and such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral; (11) Mortgagee may sell the Collateral without giving any warranties as to the Collateral, and specifically disclaim all warranties including, without limitation, warranties relating to title, possession, quiet enjoyment and the like, and all warranties of quality, merchantability and fitness for a specific purpose, and this procedure will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral; (12) Mortgagor acknowledges that a private sale of the Collateral may result in less proceeds than a public sale; and (13) Mortgagor acknowledges that the Collateral may be sold at a loss to Mortgagor, and that, in such event, Mortgagee shall have no liability or responsibility to Mortgagor for such loss.

(j) Lawsuits. Mortgagee may proceed by a suit or suits in equity or at law, whether for collection of the Secured Indebtedness, the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Property under the judgment or decree of any court or courts of competent jurisdiction.

(k) Entry on Property. Mortgagee is authorized, prior or subsequent to the institution of any foreclosure proceedings, to the fullest extent permitted by Applicable Law, to enter upon the Property, or any part thereof, and to take possession of the Property and all books and records, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics relating thereto, and to exercise without interference from Mortgagor any and all rights which Mortgagor has with respect to the management, possession, operation, protection or preservation of the Property. Mortgagee shall not be deemed to have taken possession of the Property or any part thereof except upon the exercise of its right to do so, and then only to the extent evidenced by its demand and overt act specifically for such purpose. All costs, expenses and liabilities of every character incurred by Mortgagee or any Lender in managing, operating, maintaining, protecting or preserving the Property shall constitute a demand obligation of Mortgagor (which obligation Mortgagor hereby promises to pay) to Mortgagee or such Lender pursuant to this Mortgage. If necessary to obtain the possession provided for above, Mortgagee may invoke any and all legal remedies to dispossess Mortgagor. In connection with any action taken by Mortgagee pursuant to this Section, Mortgagee shall not be liable for any loss sustained by Mortgagor resulting from any failure to let the Property or any part thereof, or from any act or omission of Mortgagee in managing the Property unless such loss is caused by the gross negligence or willful misconduct of that indemnified person as determined by a final nonappealable judgment of a court of competent jurisdiction, nor shall Mortgagee be obligated to perform or discharge any obligation, duty or liability of Mortgagor arising under any Lease or other agreement relating to the Property or otherwise arising. Mortgagor hereby assents to, ratifies and confirms any and all actions of Mortgagee with respect to the Property taken under this Section.

(l) Receiver. Upon, or at any time prior or after, the filing of any complaint to foreclose the lien of this Mortgage or instituting any other foreclosure of the liens and security interests provided for in this Mortgage or any other legal proceedings under this Mortgage, Mortgagee may, at Mortgagee's sole option, make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Property, as a matter of strict right and without notice to Mortgagor for the purpose of

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preserving the Land and Improvements, preventing waste, and to protect all rights accruing to Mortgagee by virtue of the Loan Agreement and this Mortgage, and Mortgagor does hereby irrevocably consent to such appointment, waives any and all notices of and defenses to such appointment and agrees not to oppose any application therefor by Mortgagee, but nothing herein is construed to deprive Mortgagee of any other right, remedy or privilege Mortgagee may now have under the law to have a receiver appointed; provided that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Mortgagee to receive payment of all of the rents, issues, deposits and profits pursuant to other terms and provisions set forth in this Mortgage. Such appointment may be made either before or after sale, without notice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Secured Indebtedness; without regard to the value of the Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties of receivers in similar cases, including the express power to make any and all further improvements, whether on-site or off-site, as Mortgagee may determine to be necessary to complete the development and construction of the Improvements or any tenant improvements, the power to take possession, control and care of the Property and to collect all rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the Secured Indebtedness, and in the event of a sale and a deficiency where Mortgagor has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Mortgagor or its administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Property during the whole of any such period. All expenses incurred in connection with the appointment of such receiver, or in protecting, preserving, or improving the Land, shall be charged against Mortgagor and shall be secured by the Mortgage and enforced as a lien against the Land and Improvements.

(m) Termination of Commitment to Lend. Cancel Mortgagee's and the Lenders' obligations arising under the Loan Documents, including without limitation the cancellation and termination of any obligation to advance funds under the Loan.

(n) Other Rights and Remedies. Mortgagee may exercise any and all other rights and remedies which Mortgagee and the Lenders may have under the Loan Documents, or at law or in equity or otherwise.

5.2 Proceeds of Foreclosure. The proceeds of any sale held by Mortgagee or any receiver or public officer in foreclosure of the liens and security interests evidenced hereby shall be applied in accordance with the requirements of Applicable Laws and to the extent consistent therewith, as set forth in the Loan Agreement.

5.3 Mortgagee as Purchaser. Mortgagee shall have the right to become the purchaser at any sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, and Mortgagee shall have the right to credit upon the amount of Mortgagee's successful bid, to the extent necessary to satisfy such bid, all or any part of the Secured Indebtedness in such manner and order as Mortgagee may elect.

5.4 Foreclosure as to Matured Debt. Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have the right to proceed with foreclosure (judicial) of the liens and security interests hereunder without declaring the entire Secured Indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the Secured Indebtedness; and any such sale shall not in any manner affect the unmatured part of the Secured Indebtedness, but as to such unmatured part this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied

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as provided in Section 5.2 hereof except that the amount paid towards any Secured Indebtedness shall be only the matured portion of the Secured Indebtedness and any proceeds of such sale in excess of such amounts shall be applied to the prepayment (without penalty) of any other Secured Indebtedness in such manner and order and to such extent as Mortgagee deems advisable. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Secured Indebtedness.

5.5 Remedies Cumulative. All rights and remedies provided for herein and in any other Loan Document are cumulative of each other and of any and all other rights and remedies existing at law or in equity, and Mortgagee and each Lender shall, in addition to the rights and remedies provided herein or in any other Loan Document, be entitled to avail themselves of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of the Secured Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any right or remedy provided for hereunder or under any such other Loan Document or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate right or rights or remedy or remedies.

5.6 Discretion as to Security. Mortgagee and each Lender may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Mortgagee and each Lender in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

5.7 Mortgagor's Waiver of Certain Rights. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, homestead, moratorium, reinstatement, marshaling or forbearance, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by Applicable Law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the Secured Indebtedness, notice of election to mature or declare due the whole of the Secured Indebtedness and all rights to a marshaling of assets of Mortgagor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Mortgagor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Mortgagee or any Lender under the terms of this Mortgage to a sale of the Property for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right of Mortgagee or any Lender under the terms of this Mortgage to the payment of the Secured Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatsoever. Mortgagor waives any right or remedy which Mortgagor may have or be able to assert pursuant to any provision of Illinois law, including, but not limited to, any rights or remedies set forth under Illinois law pertaining to the rights and remedies of sureties. If any law referred to in this Section and now in force, of which Mortgagor or Mortgagor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

5.8 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Mortgagor or Mortgagor's heirs, devisees, representatives, or successors as owners of the Property are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of purchaser, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by Applicable Law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. After such foreclosure, and

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subject to the terms of any subordination, nondisturbance and attornment agreement between Mortgagee and such tenant or subtenant, any Leases to tenants or subtenants that are subject to this Mortgage (either by their date, their express terms, or by agreement of the tenant or subtenant) shall, at the sole option of Mortgagee or any purchaser at such sale, either (i) continue in full force and effect, and the tenant(s) or subtenant(s) thereunder will, upon request, attorn to and acknowledge in writing to the purchaser or purchasers at such sale or sales as landlord thereunder, or (ii) upon notice to such effect from Mortgagee or any purchaser or purchasers, terminate within thirty (30) days from the date of sale. In the event the tenant fails to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Property (such as an action for forcible detainer) in any court having jurisdiction.

ARTICLE VI

Miscellaneous

6.1 Scope of Mortgage. This Mortgage is a mortgage of and lien against both real and personal property, a security agreement, an assignment of rents and leases, a financing statement and fixture filing and a collateral assignment, and also covers proceeds and fixtures.

6.2 Effective as a Financing Statement. This Mortgage shall be effective as a fixture financing statement, filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each county where any part of the Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering as-extracted collateral (including oil and gas), accounts and general intangibles under the IL UCC, and the Uniform Commercial Code as in effect from time to time, in any other state where the Property is situated which will be financed at the wellhead or minehead of the wells or mines located on the Property and is to be filed for record in the real estate records of each county where any part of the Property is situated. This Mortgage shall also be effective as a financing statement covering any surplus of withheld funds resulting from the invalidity of "stop notice" claims or the failure of claimants to prosecute their claims to judgment and any other Property in which an interest can be perfected by filing and may be filed in any other appropriate filing or recording office. The mailing address of Mortgagor and Mortgagee are set forth in the first paragraph of this Mortgage. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section.

6.3 Notice to Account Debtors. In addition to the rights granted elsewhere in this Mortgage, Mortgagee may at any time following the occurrence and during the continuance of an Event of Default, notify the account debtors or obligors of any accounts, chattel paper, general intangibles, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Mortgagee directly.

6.4 Waiver by Mortgagee and Lenders. Mortgagee may, upon request of the Required Lenders, at any time and from time to time by a specific writing intended for the purpose: (a) waive compliance by Mortgagor with any covenant herein made by Mortgagor to the extent and in the manner specified in such writing; (b) consent to Mortgagor's doing any act which hereunder Mortgagor is prohibited from doing, or to Mortgagor's failing to do any act which hereunder Mortgagor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Property or any interest therein from the lien and security interest of this Mortgage; or (d) release any party liable, either directly or indirectly, for the Secured Indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way affect the rights or powers of Mortgagee or any Lender hereunder except to the extent specifically agreed to by Mortgagee and the Required Lenders in such writing.

6.5 No Impairment of Security. The lien, security interest and other security rights of Mortgagee or any Lender hereunder or under any other Loan Document shall not be impaired by any indulgence, moratorium or release granted by Mortgagee or any Lender including, but not limited to, any renewal, extension or modification which Mortgagee or any Lender may grant with respect to any Secured Indebtedness, or any

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surrender, compromise, release, renewal, extension, exchange or substitution which Mortgagee or any Lender may grant in respect of the Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any Secured Indebtedness. The taking of additional security by Mortgagee or any Lender shall not release or impair the lien, security interest or other security rights of Mortgagee or any Lender hereunder or affect the liability of Mortgagor or of any endorser, guarantor or surety, or improve the right of any junior lienholder in the Property (without implying hereby Mortgagee's or any Lender's consent to any junior lien).

6.6 Acts Not Constituting Waiver. Mortgagee or any Lender may waive any Event of Default without waiving any other prior or subsequent Event of Default. Mortgagee or any Lender may remedy any Event of Default without waiving the Event of Default remedied. Neither failure by Mortgagee or any Lender to exercise, nor delay by Mortgagee or any Lender in exercising, nor discontinuance of the exercise of any right, power or remedy (including but not limited to the right to accelerate the maturity of the Secured Indebtedness or any part thereof) upon or after any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Mortgagee or any Lender of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Mortgagor therefrom shall in any event be effective unless the same shall be in writing and signed by Mortgagee and the Required Lenders and then such waiver or consent shall be effective only in the specific instance, for the purpose for which given and to the extent therein specified. No notice to nor demand on Mortgagor in any case shall of itself entitle Mortgagor to any other or further notice or demand in similar or other circumstances. Remittances in payment of any part of the Secured Indebtedness other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Mortgagee or the applicable Lender in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Mortgagee or any Lender or any other lender of any payment in an amount less than the amount then due on any Secured Indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of an Event of Default hereunder, notwithstanding any notation on or accompanying such partial payment to the contrary.

6.7 Mortgagor's Successors. If the ownership of the Property or any part thereof becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and to the Secured Indebtedness in the same manner as with Mortgagor, without in any way vitiating or discharging Mortgagor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Property, no forbearance on the part of Mortgagee or any Lender, and no extension of the time for the payment of the Secured Indebtedness given by Mortgagee or any Lender shall operate to release, discharge, modify, change or affect in whole or in part, the liability of Mortgagor hereunder for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder for the payment of the Secured Indebtedness. Nothing in this Section or elsewhere in this Mortgage shall be construed to imply Mortgagee's or any Lender's consent to any transfer of the Property.

6.8 Place of Payment; Forum; Waiver of Jury Trial. All Secured Indebtedness which may be owing hereunder at any time by Mortgagor shall be payable at the place designated in the Loan Agreement (or if no such designation is made, at the address of Mortgagee indicated in the first paragraph of this Mortgage). Mortgagor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the non-exclusive jurisdiction of any Illinois state court, or any United States federal court, sitting in the county in which the Secured Indebtedness is payable, and to the non-exclusive jurisdiction of any state or United States federal court sitting in the state in which any of the Property is located, over any suit, action or proceeding arising out of or relating to this Mortgage or the Secured Indebtedness. Mortgagor hereby irrevocably waives, to the fullest extent permitted by law, any objection that Mortgagor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Mortgagor hereby agrees and

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consents that, in addition to any methods of service of process provided for under Applicable Law, all service of process in any such suit, action or proceeding in any Illinois state court, or any United States federal court, sitting in the state in which the Secured Indebtedness is payable may be made by certified or registered mail, return receipt requested, directed to Mortgagor at its address stated in the first paragraph of this Mortgage, or at a subsequent address of Mortgagor of which Mortgagee received actual notice from Mortgagor in accordance with this Mortgage. Nothing herein shall affect the right of Mortgagee or any Lender to serve process in any manner permitted by law or limit the right of Mortgagee or any Lender to bring proceedings against Mortgagor in any other court or jurisdiction. TO THE FULLEST EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT.

6.9 Subrogation to Existing Liens. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Property, such proceeds have been advanced by Mortgagee or any Lender at Mortgagor's request, and Mortgagee and each Lender shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the Secured Indebtedness, but the terms and provisions of this Mortgage shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Mortgagee and each Lender is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Mortgagee or any Lender, Mortgagor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness.

6.10 Application of Payments to Certain Indebtedness. If any part of the Secured Indebtedness cannot be lawfully secured by this Mortgage or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

6.11 Nature of Loan; Compliance with Usury Laws. The loan evidenced by the Notes, and the Loan Agreement is being made solely for the purpose of carrying on or acquiring a business or commercial enterprise. It is the intent of Mortgagor, Mortgagee and the Lenders and all other parties to the Loan Documents to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Mortgagee, any Lender and Mortgagor (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the interest taken, reserved, contracted for, charged, chargeable, or received under this Mortgage, the Notes, or any other Loan Document or otherwise, exceed \$108,000,000 (the "Maximum Amount"). If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Amount, any such construction shall be subject to the provisions of this Section and such document shall ipso facto be automatically reformed and the interest payable shall be automatically reduced to the Maximum Amount, without the necessity of execution of any amendment or new document. If Mortgagee or any Lender shall ever receive anything of value which is characterized as interest under Applicable Law and which would apart from this provision be in excess of the Maximum Amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Secured Indebtedness in the inverse order of its maturity and not to the payment of interest, or refunded to Mortgagor or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. The right to accelerate maturity of the Notes or any other Secured Indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Mortgagee and the Lenders do not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Mortgagee and each Lender shall, to the extent

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permitted by Applicable Law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the Maximum Amount. As used in this Section, the term "Applicable Law" shall mean the laws of the State of Illinois or the federal laws of the United States applicable to this transaction, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

6.12 Releases. If all of the Secured Indebtedness be paid as the same becomes due and payable and all of the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, and all Rate Management Agreements and all other obligations, if any, of Mortgagee and each Lender for further advances have been terminated, then, and in that event only, all rights under this Mortgage shall terminate (except to the extent expressly provided herein with respect to indemnifications, representations and warranties and other rights which are to continue following the release hereof) and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Mortgagee in due form at Mortgagor's cost. Without limitation, all provisions herein for indemnity of Mortgagee or any Lender shall survive discharge of the Secured Indebtedness, the termination of any and all Rate Management Agreements and any foreclosure, release or termination of this Mortgage.

6.13 Notices. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder or under any other Loan Document shall be in writing and shall be delivered in accordance with the notice provisions of the Loan Agreement.

6.14 Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

6.15 Gender; Titles; Construction. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Mortgage and not to any particular Article, Section, paragraph or provision. The term "person" and words importing persons as used in this Mortgage shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

6.16 Reporting Compliance. Mortgagor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Notes, and the other Loan Documents and secured by this Mortgage which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, including but not limited to The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984 and further agrees upon request of Mortgagee or any Lender to furnish Mortgagee and the Lenders with evidence of such compliance.

6.17 Mortgagor. Unless the context clearly indicates otherwise, as used in this Mortgage, "Mortgagor" means the mortgagor referenced in the introductory paragraph hereof. The obligations of Mortgagor hereunder shall be joint and several. If any Mortgagor, or any signatory who signs on behalf of any Mortgagor, is a corporation, partnership or other legal entity, Mortgagor and any such signatory, and the person or persons signing for it, represent and warrant to Mortgagee and each Lender that this instrument is executed,

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acknowledged and delivered by Mortgagor's duly authorized representatives. If Mortgagor is an individual, no power of attorney granted by Mortgagor herein shall terminate on Mortgagor's disability.

6.18 Execution; Recording. This Mortgage has been executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The date or dates reflected in the acknowledgments hereto indicate the date or dates of actual execution of this Mortgage, but such execution is as of the date shown on the first page hereof, and for purposes of identification and reference the date of this Mortgage shall be deemed to be the date reflected on the first page hereof. Mortgagor will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating thereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagee shall reasonably request and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

6.19 Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Mortgagor, and the heirs, devisees, representatives, successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and each Lender and shall constitute covenants running with the Land. All references in this Mortgage to Mortgagor shall be deemed to include all such heirs, devisees, representatives, successors and assigns of Mortgagor.

6.20 Modification or Termination. The Loan Documents may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

6.21 No Partnership, Etc. The relationship between Mortgagee, the Lenders and Mortgagor is solely that of lender and borrower. Neither Mortgagee nor any Lender has any fiduciary or other special relationship with Mortgagor. Nothing contained in the Loan Documents is intended to create any partnership, joint venture, association or special relationship between Mortgagor and Mortgagee or in any way make Mortgagee a co-principal with Mortgagor with reference to the Property. All agreed contractual duties between or among Mortgagee and Mortgagor are set forth herein and in the other Loan Documents and any additional implied covenants or duties are hereby disclaimed. Any inferences to the contrary of any of the foregoing are hereby expressly negated.

6.22 Applicable Law. THIS MORTGAGE, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND PURSUANT TO THE LAWS OF THE STATE OF ILLINOIS (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF ILLINOIS ARE GOVERNED BY THE LAWS OF SUCH OTHER JURISDICTION.

6.23 Execution Under Seal. Mortgagor agrees that this instrument is executed under seal. If Mortgagor is a corporation, the designation ("SEAL") on this instrument shall be as effective as the affixing of Mortgagor's corporate seal physically to this instrument.

6.24 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Mortgagor, Mortgagee and the Lenders with respect to the transactions arising in connection with the Secured Indebtedness and supersede all prior written or oral understandings and agreements between Mortgagor, Mortgagee and any Lender with respect to the matters addressed in the Loan Documents. Mortgagor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Mortgagee or any Lender to make, any representations, understandings,

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stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

6.25 Additional Indemnity. In addition to (and without limiting the generality of) any other provisions of this Mortgage or the Loan Documents, Mortgagor hereby agrees to defend, indemnify, and hold Mortgagee and each Lender harmless from and against any and all liability for documentary stamp taxes and intangible taxes (together with all interest, penalties, costs, and attorneys' fees incurred in connection therewith) that at any time may be levied, assessed, or imposed by the State of Illinois or any other governmental entity or agency upon this Mortgage, the Notes, or any of the other Loan Documents or any amendment, extension, or renewal of any of the foregoing, or upon Mortgagee or any Lender by virtue of owning or holding any of the foregoing instruments or documents, all of which shall be secured by the lien and security interest of the Loan Documents (as from time to time amended). The provisions of this Section shall survive the repayment of the Secured Indebtedness and the satisfaction of this Mortgage and the other Loan Documents for so long as any claim may be asserted by the State of Illinois or any such other governmental entity or agency.

6.26 Mortgagor's and Lender's Liability. No actions by Mortgagee, any Lender, Mortgagee's inspector, or any agent, officer, employee or representative of Mortgagee or any Lender shall be or may be construed in such a manner as to impose any duty or obligation whatsoever on Mortgagee, any Lender, Mortgagee's inspector, or any agent, officer, employee or representative of Mortgagee or any Lender to protect or represent Mortgagor, any owner, contractor, surety or any other person whatsoever and shall not be considered or construed as having made any warranty whatsoever, whether express or implied, as to the adequacy, quality of fitness or purpose of any physical conditions, materials, workmanship, the plans and specifications, drawings or other requirements pertaining to the development, construction or installation of the Improvements, or whether any such physical conditions, materials or workmanship comply with the plans and specifications, drawings, ordinances, statutes or other governmental requirements pertaining to the Property. Mortgagee nor any Lender shall be obligated to inspect the Property or the development, construction or installation of the Property, nor be liable for the performance or default of Mortgagor, any contractor, any architect, subcontractor or materialmen, or any other party, or for any failure to construct, complete, protect or insure the Improvements, or for the payment of costs of labor, materials or services supplied for the improvements, or for the performance of any obligation of Mortgagor whatsoever. Nothing, including without limitation, any disbursement or acceptance of any document or instrument, shall be construed as a representation or warranty, express or implied, to any party by Mortgagee or any Lender. This provision survives the final disbursement of construction costs and the termination of this Mortgage.

6.27 Additional Illinois-Specific Provisions. In the event of any inconsistencies between the terms and conditions of this Section and the other terms and conditions of this Mortgage, the terms and conditions of this Section shall control and be binding.

(a) **Collateral Protection Act.** Unless Mortgagor provides Mortgagee with evidence of the insurance required by this Mortgage or any other Loan Document, Mortgagee may purchase insurance at Mortgagor's expense to protect Mortgagee's interest in the Property or any other collateral for the Secured Indebtedness. This insurance may, but need not, protect Mortgagor's and the Lenders' interests. The coverage Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Property or any other collateral for the Secured Indebtedness. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required under this Mortgage or any other Loan Document. If Mortgagee purchases insurance for the Property or any other collateral for the Secured Indebtedness, Mortgagor shall be responsible for the costs of that insurance, including interest in any other charges that Mortgagee may lawfully impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Indebtedness. The costs of the insurance may be more than the cost of insurance that Mortgagor may be able to obtain on its own. For purposes of the

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Illinois Collateral Protection Act, 815 ILCS 180/1 et seq., Mortgagor hereby acknowledges Mortgagee's right pursuant to this Section to obtain collateral protection insurance.

(b) Waiver of Statutory Rights. Mortgagor hereby waives, to the extent now or hereafter permitted by law, all rights of redemption and reinstatement of this Mortgage pursuant to the Act and the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium under any state or federal law, on behalf of itself and all those taking by, through or under Mortgage. Mortgagor acknowledges that the Property does not constitute "agricultural real estate," as such term is defined in Section 15-1201 of the Act or "residential real estate," as such term is defined in Section 15-1219 of the Act.

(c) Mortgagee in Possession. 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 Act, to be placed in 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 powers, immunities and duties as provided for in Sections 15-1701, 15-1702 and 15-1703 of the Act.

(d) Use of Proceeds. Mortgagor covenants and agrees that all of the proceeds of the Secured Indebtedness will be used solely for business purposes and in furtherance of the regular business affairs of Mortgagor, and the entire principal obligation secured hereby constitutes: (i) a "business loan," as that term is used in, and for all purposes of, the Illinois Interest Act, 815 ILCS 205/0.01, et seq., including Section 4(1)(c) thereof; and (ii) a "loan secured by a mortgage on real estate" within the purview and operation of Section 205/4(1)(l) thereof.

(e) Forbidden Entity. Mortgagor hereby certifies that it is not a "forbidden entity" as that term is defined in Section 22.6 of the Illinois Deposit of State Moneys Act, 15 ILCS 520/22.6; Public Act 094-0079.

(f) Variable Rate, Additional Interest. This Mortgage secures the full and timely payment of the Secured Indebtedness, including, among other things, if applicable, the obligation to pay interest on the unpaid principal balance at a variable rate of interest as provided in the Loan Documents.

(g) Future Advances. Mortgagee and the Lenders are obligated under the terms of the Loan Documents to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be secured by the lien of this Mortgage, as provided in Section 15-1302(b)(1) of the Act. Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or the Lenders or otherwise (but not advances or loans made more than twenty (20) years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding under the Loan Documents at the time any advance is made. The lien of this Mortgage shall be valid as to all such obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Property is located. The total amount of the obligations secured hereby may increase or decrease from time to time. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including any statutory liens except taxes and assessments levied on the Property or such other liens that shall have priority by operation of law, to the extent of the maximum amount secured hereby.

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(h) Protective Advances. All advances, disbursements and expenditures made by Mortgagee or any Lender in accordance with the terms of this Mortgage and the other Loan Documents, whether before and during a foreclosure of this Mortgage, and before and after judgment of foreclosure therein, and at any time prior to sale of the Property or other Collateral, and, where applicable, after sale of the Property or other Collateral, and during the pendency of any related proceedings, in addition to those otherwise authorized by the Act, shall have the benefit of all applicable provisions of the Act, including without limitation advances, disbursements and expenditures for the following purposes:

(i) all advances by Mortgagee or any Lender in accordance with the terms of this Mortgage or the other Loan Documents to: (i) preserve, maintain, repair, restore or rebuild the Improvements upon the Property; (ii) preserve the lien of this Mortgage or the priority thereof; or (iii) enforce this Mortgage, as referred to in Section 15-1302(b)(5) of the Act;

(ii) payments by Mortgagee or any Lender of (i) principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance, (ii) real estate taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof, (iii) other obligations authorized by this Mortgage, or (iv) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Section 15-1505 of the Act;

(iii) advances by Mortgagee or any Lender in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

(iv) attorneys' fees and other costs incurred: (i) in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504(d)(2) and 15-1510 of the Act; (ii) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of the Mortgage or arising from the interest of Mortgagee hereunder; or (iii) in preparation for or in connection with the commencement, prosecution or defense of any other action related to this Mortgage or the Property;

(v) Mortgagee's and the Lenders' fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Section 15-1508(b)(1) of the Act;

(vi) expenses deductible from proceeds of sale as referred to in Sections 15-1512(a) and (b) of the Act; and

(vii) expenses incurred and expenditures made by Mortgagee or any Lender for any one or more of the following: (i) if the Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof; (ii) if Mortgagor's interest in the Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (iii) premiums for casualty and liability insurance paid by Mortgagee or any Lender whether or not Mortgagee, any Lender or a receiver is in possession, if reasonably required in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver, Mortgagee or any Lender takes possession of the Property imposed by Section 15-1704(c)(1) of the Act; (iv) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (v) payments deemed by Mortgagee or the Lenders to be required for the benefit of the Property or required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (vi) shared or

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common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (vii) if any portion of the Secured Indebtedness is a construction loan, costs incurred by Mortgagee or any Lender for demolition, preparation for and completion of construction, as may be authorized by the applicable Loan Documents; (viii) payments required to be paid by Mortgagor or Mortgagee pursuant to any lease or other agreement for occupancy of the Property; and (ix) if this Mortgage is insured, payment of FHA or private mortgage insurance required to keep such insurance in force.

(i) Application of Proceeds. Notwithstanding anything contained in this Mortgage to the contrary, the proceeds of any foreclosure sale of the Property shall be distributed and applied in accordance with Section 15-1512 of the Act in the following order of priority: first, on account of all reasonable costs and expenses incident to the foreclosure proceedings or such other remedy, including all such items as are mentioned in subsection (h) above; second, on account of all reasonable costs and expenses in connection with securing possession of the Property prior to such foreclosure sale, and the reasonable costs and expenses incurred by or on behalf of Mortgagee or the Lenders in connection with holding, maintaining and preparing the Property for sale, including all such items as are mentioned in subsection (h) above; third, in satisfaction of all claims in the order of priority adjudicated in the foreclosure judgment or order confirming sale; and fourth, any remainder in accordance with the order of court adjudicating the foreclosure proceeding.

(Signatures commence on the following page.)

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IN WITNESS WHEREOF, Mortgagor has executed this instrument under seal as of the date first written above.

Signed, Sealed and Delivered
in the Presence of:

Print Name: Ned J. King

Print Name: Tracy R. Thompson

PMAT Orland, L.L.C.,
a Delaware limited liability company

By: PMAT Orland Holding, L.L.C.,
a Delaware limited liability company
its Manager

By: PMAT Orland Investment, L.L.C.,
a Delaware limited liability company
its Manager

By: PMAT Acquisition, L.L.C.,
a Louisiana limited liability company
its Manager

By: [Signature] (SEAL)
Name: Robert A. Whelan
Title: Manager

STATE OF LOUISIANA
PARISH
COUNTY OF ORLEANS

I, Chad P. Morrow, a Notary Public of Jefferson Parish, State of Louisiana, certify that Robert A. Whelan personally came before me this day and acknowledged that he is the Manager of PMAT Acquisition, L.L.C., a Louisiana limited liability company, the Manager of PMAT Orland Investment, L.L.C., Delaware limited liability company, the Manager of PMAT Orland Holding, L.L.C., Delaware limited liability company, the Manager of PMAT Orland, L.L.C., a Delaware limited liability company, and that he, in such capacity and being authorized to do so, executed the foregoing on behalf of said limited liability companies.

Witness my hand and official seal, this 28th day of February, 2024.

Notary Seal

[Signature], Notary Public

Chad P. Morrow
(Printed Name of Notary)

Commission Expires: At death

Commission Number: 28695

CHAD P. MORROW
NOTARY PUBLIC
BAR NO. 28695
PARISH OF JEFFERSON, STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

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EXHIBIT A

Legal Description of the Land

PARCEL 1:

LOT 3 IN ORLAND COURT SUBDIVISION, A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, DESCRIBED AS FOLLOWS: BEGINNING AT THE WESTERNMOST NORTHWEST CORNER OF SAID LOT 4, SAID CORNER BEING ALSO THE SOUTHWEST CORNER OF LOT 2 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2, SAID LINE BEING IN COMMON WITH SAID LOT 4, 641.47 FEET TO A CORNER THEREOF; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, 92.00 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 45 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID LINE, 117.69 FEET TO ANOTHER ANGLE POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID LINE, 70.10 FEET TO A CORNER; THENCE SOUTH 89 DEGREES 21 MINUTES 41 SECONDS EAST 85.52 FEET TO AN ANGLE POINT IN THE NORTHERLY LINE OF LOT 3 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 45 DEGREES 00 MINUTES 45 SECONDS WEST ALONG A NORTHWESTERLY LINE OF SAID LOT 3, SAID LINE BEING IN COMMON WITH SAID LOT 4, 272.70 FEET TO A NON-TANGENTIAL POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 377.03 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, AN ARC DISTANCE OF 96.48 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 13 DEGREES 59 MINUTES 14 SECONDS EAST, 88.99 FEET; THENCE SOUTH 76 DEGREES 00 MINUTES 46 SECONDS WEST, 94.41 FEET; THENCE SOUTH 13 DEGREES 59 MINUTES 14 SECONDS EAST, 306.16 FEET; THENCE NORTH 76 DEGREES 00 MINUTES 46 SECONDS EAST, 94.41 FEET; THENCE SOUTH 13 DEGREES 59 MINUTES 14 SECONDS EAST, 155.00 FEET; THENCE SOUTH 11 DEGREES 06 MINUTES 22 SECONDS WEST, 117.90 FEET; THENCE NORTH 13 DEGREES 59 MINUTES 14 SECONDS WEST, 40.40 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST 5.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 56 SECONDS EAST, 108.67 FEET; THENCE SOUTH 76 DEGREES 07 MINUTES 00 SECONDS WEST, 233.25 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 12 SECONDS EAST, 52.65 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST, 0.41 FEET; THENCE SOUTH 38 DEGREES 31 MINUTES 36 SECONDS WEST, 60.80 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, 300.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, 315.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 300.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, 215.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 260.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, 130.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 15.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, 30.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 14 SECONDS EAST, 280.00 FEET TO THE NORTHWEST CORNER OF LOT 7 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST, 242.85 FEET TO THE SOUTH LINE OF THE NORTH 2447.35 FEET OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 15, SAID LINE BEING ALSO THE SOUTH LINE OF SAID LOT 4 IN ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES 45 MINUTES 05 SECONDS WEST ALONG SAID

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SOUTH LINE OF LOT 4, 615.49 FEET TO THE SOUTHEAST CORNER OF LOT 2 IN ORLAND II SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 2003 AS DOCUMENT NO. 0030134755; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, 252.00 FEET; THENCE NORTH 73 DEGREES 55 MINUTES 14 SECONDS WEST, 88.20 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 05 SECONDS WEST, 300.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, 18.50 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST, 136.26 FEET TO A POINT IN THE EAST RIGHT OF WAY LINE OF LAGRANGE ROAD; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, 65.02 FEET TO THE SOUTHWEST CORNER OF LOT 9 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST, 136.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST, 228.87 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 45 SECONDS WEST, 136.35 FEET TO A POINT IN THE EAST RIGHT OF WAY LINE OF LA GRANGE ROAD; THENCE NORTH 00 DEGREES 00 MINUTES 15 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE, 776.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART INCLUDED IN SECOND RESUBDIVISION OF PART OF LOT 4 IN ORLAND COURT SUBDIVISION RECORDED OCTOBER 5, 2000 AS DOCUMENT NUMBER 00783378; EXCEPT THOSE PARTS TAKEN FOR HIGHWAY BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS IN CASE NUMBER 2012L50368, CIRCUIT COURT OF COOK COUNTY DESCRIBED AS FOLLOWS:

TRACT A:

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN ORLAND II RESUBDIVISION RECORDED JANUARY 29, 2003 AS DOCUMENT NO. 0030134755; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 65.00 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST LINE OF SAID LOT 4 TO THE SOUTH LINE OF LOT 1 IN WALTER E. SMITHE SUBDIVISION RECORDED OCTOBER 17, 2001 AS DOCUMENT NO. 0010967295; THENCE NORTH 88 DEGREES 04 MINUTES 13 SECONDS EAST, 8.67 FEET ALONG THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 65.00 FEET TO THE NORTH LINE OF LOT 1 IN SAID ORLAND II RESUBDIVISION; THENCE SOUTH 88 DEGREES 04 MINUTES 13 SECONDS WEST, 8.68 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPTING

TRACT B

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN WALTER E. SMITHE SUBDIVISION RECORDED OCTOBER 17, 2001 AS DOCUMENT NO. 0010967295; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 20.05 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST LINE OF SAID LOT 4 TO THE SOUTH LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 0512411466; THENCE NORTH 88 DEGREES 03 MINUTES 13 SECONDS EAST, 8.65 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 20.05 FEET TO THE NORTH LINE OF SAID LOT 1;

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THENCE SOUTH 89 DEGREES 03 MINUTES 13 SECONDS WEST, 8.65 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

ALSO EXCEPTING

TRACT C:

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4; THENCE NORTH 88 DEGREES 04 MINUTES 13 SECONDS EAST, 8.58 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 177.87 FEET; THENCE SOUTH 46 DEGREES 55 MINUTES 01 SECONDS EAST, 38.64 FEET; THENCE SOUTH 03 DEGREES 35 MINUTES 31 SECONDS EAST, 73.03 FEET; THENCE SOUTH 34 DEGREES 30 MINUTES 53 SECONDS WEST, 49.46 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 184.79 FEET TO THE NORTH LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 0512411466; THENCE SOUTH 88 DEGREES 03 MINUTES 13 SECONDS WEST, 8.65 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF AFORESAID LOT 4; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 502.79 FEET ALONG THE WEST LINE TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF PART OF LOT 4, ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1985 AS DOCUMENT NO. 27515179, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7 IN SAID ORLAND COURT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST A DISTANCE OF 340.23 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST A DISTANCE OF 327.72 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 IN SAID ORLAND COURT SUBDIVISION; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 340.12 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST A DISTANCE OF 4.83 FEET TO THE NORTHEAST CORNER OF LOT 6 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 107.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 6 A DISTANCE OF 288.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 6 A DISTANCE OF 107.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

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THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST END OF THE NORTHERNMOST LINE OF LOT 1, SAID LINE HAVING A RECORD DISTANCE OF 221.80 FEET, IN THE RESUBDIVISION OF PART OF LOT 4, ORLAND COURT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1985 AS DOCUMENT NO. 27515179; THENCE SOUTH 89 DEGREES 56 MINUTES 18 SECONDS WEST ON SAID LINE 221.39 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 01

MINUTES 12 SECONDS EAST 8.53 FEET; THENCE SOUTH 44 DEGREES 26 MINUTES 37 SECONDS WEST 54.68 FEET TO AN ANGLE POINT IN THE NORTH LINE OF SAID LOT 1; THENCE NORTH 38 DEGREES 31 MINUTES 36 SECONDS EAST ON SAID NORTH LINE, 60.80 FEET TO THE WEST END OF SAID NORTHERNMOST LINE OF LOT 1; THENCE NORTH 89 DEGREES 56 MINUTES 18 SECONDS EAST ON SAID NORTHERNMOST LINE 0.41 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5.

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERN MOST CORNER OF SAID LOT 4, SAID CORNER BEING ON THE WEST RIGHT OF WAY LINE OF 94TH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 76.71 FEET TO THE NORTHEAST CORNER OF LOT 5 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 15 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 5, 146.50 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG THE WEST LINE OF LOT 5, 174.50 FEET TO THE SOUTH WEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 5, 146.50 FEET TO THE SOUTHEAST CORNER THEREOF, SAID CORNER BEING ALSO ON THE WEST RIGHT OF WAY LINE OF SAID 94TH AVENUE; THENCE SOUTH 00 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID WEST RIGHT OF WAY LINE, 145.83 FEET TO THE NORTHEAST CORNER OF LOT 3 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 39 DEGREES 59 MINUTES 15 SECONDS WEST ALONG A NORTHERLY LINE OF SAID LOT 3, 334.67 FEET TO AN ANGLE POINT IN SAID LOT LINE, THENCE NORTH 89 DEGREES 21 MINUTES 41 SECONDS WEST, 85.52 FEET TO A POINT ON THE NORTHERLY LOT LINE OF SAID LOT 4, SAID LOT LINE BEING IN COMMON WITH LOT 2 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID COMMON LOT LINE, 20.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID COMMON LOT LINE, 79.58 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID COMMON LOT LINE, 319.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID COMMON LOT LINE, 49.70 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS EAST ALONG SAID COMMON LOT LINE, 58.53 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89 DEGREES 44 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE OF LOT 4, 320.30 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

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LOT 2 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PART OF LOT 2 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE SOUTH 0 DEGREES 00 MINUTES 22 SECONDS EAST ALONG THE WEST BOUNDARY OF SAID LOT 2 FOR A DISTANCE OF 237.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 11.89 FEET TO THE POINT OF BEGINNING, SAID POINT LYING 60.00 FEET (MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 189.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 260.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 189.00 FEET TO A POINT WHICH LIES 60.00 FEET (MEASURED PERPENDICULARLY) EAST OF SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE WHICH LIES 60.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 FOR A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING; AND ALSO EXCEPT THAT PART CONDEMNED BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS FOR HIGHWAY IN CIRCUIT COURT OF COOK COUNTY AS DESCRIBED AS FOLLOWS:

TRACT A:

THAT PART OF LOT 2 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 55.15 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST LINE OF SAID LOT 2 TO THE SOUTH LINE OF THE PROPERTY DESCRIBED IN DOCUMENT NO. 0726302185; THENCE NORTH 88 DEGREES 03 MINUTES 36 SECONDS EAST, 8.58 FEET ALONG THE SAID SOUTH LINE; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 55.16 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE 88 DEGREES 04 MINUTES 13 SECONDS WEST, 8.59 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

ALSO EXCEPTING

TRACT B:

THAT PART OF LOTS 1 AND 2 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 88 DEGREES 06 MINUTES 04 SECONDS EAST, 8.51 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 556.10 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 0726302185; THENCE SOUTH 88 DEGREES 03 MINUTES 36 SECONDS WEST, 8.56 FEET ALONG SAID

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EXTENDED NORTH LINE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 556.11 FEET ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

PARCEL 7:

LOT 1 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS; EXCEPT THAT PART CONDEMNED BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS FOR HIGHWAY IN CIRCUIT COURT OF COOK COUNTY DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 1 AND 2 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 88 DEGREES 05 MINUTES 04 SECONDS EAST, 8.51 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 556.10 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 0726302185; THENCE SOUTH 88 DEGREES 03 MINUTES 36 SECONDS WEST, 8.56 FEET ALONG SAID EXTENDED NORTH LINE TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 556.11 FEET ALONG SAID WEST LINE AND THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.

PARCEL 8:

LOT 12 IN ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS; EXCEPT THAT PART CONDEMNED BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS, IN THE CIRCUIT COURT OF COOK COUNTY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 12 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12 IN ORLAND COURT SUBDIVISION; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 15.73 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST LINE OF SAID LOT 12 TO THE MOST WESTERLY NORTHWEST CORNER THEREOF; THENCE NORTH 43 DEGREES 10 MINUTES 20 SECONDS EAST, 21.17 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 12 TO THE MOST NORTHERLY NORTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 17 MINUTES 23 SECONDS EAST, 19.00 FEET ALONG THE NORTH LINE OF SAID LOT 12 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01 DEGREES 56 MINUTES 47 SECONDS EAST, 5.00 FEET ALONG SAID EAST LINE; THENCE SOUTH 42 DEGREES 54 MINUTES 59 SECONDS WEST, 36.15 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 88 DEGREES 17 MINUTES 28 SECONDS WEST, 8.50 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

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PARCEL 9:

LOT 5 IN ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, IN COOK COUNTY, ILLINOIS; EXCEPT THAT PART CONDEMNED BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS, IN THE CIRCUIT COURT OF COOK COUNTY.

PARCEL 10:

LOTS 1 AND 2 IN ORLAND II RESUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 2003 AS DOCUMENT NO. 0030134755, IN COOK COUNTY, ILLINOIS; EXCEPT THAT PART CONDEMNED FOR HIGHWAY BY DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CIRCUIT COURT OF COOK COUNTY, CASE 2011L5147 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 IN ORLAND II RESUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 2003 AS DOCUMENT 0030134755, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 04 MINUTES 13 SECONDS EAST, 8.68 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 142.57 FEET; THENCE NORTH 88 DEGREES 02 MINUTES 55 SECONDS EAST, 10.00 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 30.00 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 55 SECONDS WEST, 10.00 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 121.60 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 18 MINUTES 38 SECONDS WEST, 8.70 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 294.13 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 11:

LOT 10 IN ORLAND COURT SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 15 TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811986, (EXCEPT THOSE PARTS TAKEN FOR HIGHWAY PURPOSES BY CONDEMNATION CASE 2011L051096 AND BEING DESCRIBED AS FOLLOWS: (A) BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 130.39 FEET (130.48 FEET RECORDED DISTANCE) (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST LINE OF SAID LOT 10 TO THE SOUTH LINE OF LOT 12 IN SAID ORLAND COURT SUBDIVISION; THENCE NORTH 88 DEGREES 17 MINUTES 28 SECONDS EAST, 8.50 FEET ALONG SAID SOUTH LINE, THENCE SOUTH 01

DEGREES 57 MINUTES 05 SECONDS EAST, 130.36 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 88 DEGREES 06 MINUTES 04 SECONDS WEST, 8.51 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, ALSO EXCEPTING THE FOLLOWING: (B) BEGINNING AT THE NORTHEAST CORNER OF LOT 12 IN ORLAND COURT SUBDIVISION; THENCE NORTH 88

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DEGREES 17 MINUTES 28 SECONDS EAST, 129.19 FEET (BEARINGS BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE NORTH LINE OF SAID LOT 10; THENCE SOUTH 01 DEGREES 42 MINUTES 32 SECONDS EAST, 5.00 FEET; THENCE SOUTH 88 DEGREES 17 MINUTES 28 SECONDS WEST, 129.17 FEET TO THE EAST LINE OF SAID LOT 12; THENCE NORTH 01 DEGREE 56 MINUTES 47 SECONDS WEST, 5.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 12:

LOT 1 IN SECOND RESUBDIVISION OF LOT 4 OF ORLAND COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 2000 AS DOCUMENT 00783378 EXCEPT THAT PART CONDEMNED BY DEPARTMENT OF TRANSPORTATION STATE OF ILLINOIS FOR HIGHWAY IN CIRCUIT COURT OF COOK COUNTY DESCRIBED AS FOLLOWS:

THAT PART OF LOT 4 IN ORLAND COURT SUBDIVISION, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1981 AS DOCUMENT NO. 25811985, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 01 DEGREES 56 MINUTES 47 SECONDS EAST, 502.79 FEET (BEARING BASED ON ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 1983) ALONG THE WEST LINE OF SAID LOT 4 TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 03 MINUTES 13 SECONDS EAST 8.63 FEET; THENCE SOUTH 01 DEGREES 57 MINUTES 05 SECONDS EAST, 254.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 13 SECONDS WEST, 8.65 FEET TO SAID WEST LINE OF LOT 4; THENCE NORTH 01 DEGREES 56 MINUTES 47 SECONDS WEST, 254.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

PARCEL 13:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 12 AS GRANTED BY THE AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED JULY 21, 1998 AS DOCUMENT NUMBER 98630610, BY KOHL'S DEPARTMENT STORES, INC., MONTGOMERY WARD & CO., INCORPORATED, MONTGOMERY WARD DEVELOPMENT COMPANY, AND ORLAND, L.L.C., AMENDING THAT AGREEMENT RECORDED AS DOCUMENT NUMBER 25230921 AND AMENDMENT RECORDED AS DOCUMENT NUMBER 25511985; AND AS AMENDED BY THE FIRST AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT DATED AS OF DECEMBER 31, 1999 AND RECORDED MARCH 9, 2000 AS DOCUMENT NUMBER 00171863, BY KOHL'S DEPARTMENT STORES, INC., MONTGOMERY WARD, LLC, SUCCESSOR IN INTEREST TO MONTGOMERY WARD & CO., INCORPORATED, MONTGOMERY WARD DEVELOPMENT, LLC, SUCCESSOR IN INTEREST TO MONTGOMERY WARD DEVELOPMENT COMPANY, AND ORLAND, L.L.C.; AND FURTHER AMENDED BY THE SECOND AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED JULY 27, 2001 AS DOCUMENT NUMBER 0010677502; AND AMENDED BY THE THIRD AMENDMENT TO AMENDED AND RESTATED RECIPROCAL CONSTRUCTION, OPERATION AND EASEMENT AGREEMENT RECORDED AUGUST 11, 2003 AS DOCUMENT NUMBER 0322316090.

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Property Address	Tax parcel No.
4 ORLAND PARK PL.	27-15-100-014-0000 (Parcel 1)
50 ORLAND PARK PL.	27-15-100-016-0000 (Parcel 9)
9601 151 ST ST.	27-15-100-023-0000 (Parcel 8)
15131 LA GRANGE RD.	27-15-100-030-0000 (Portion of Parcel 7)
3 ORLAND PARK PL.	27-15-100-041-0000 (Parcel 4)
3 ORLAND PARK PL.	27-15-100-042-0000 (Parcel 3)
230 ORLAND PARK PL.	27-15-100-044-0000 (Parcel 5 and Portion of Parcel 2)
15341 LA GRANGE RD.	27-15-100-045-0000 (Parcel 12)
15327 LA GRANGE RD.	27-15-100-046-0000 (Portion of Parcel 2)
15407 S 96 TH AVE.	27-15-100-048-0000 (Portion of Parcel 10)
15221 LA GRANGE RD.	27-15-100-049-0000 (Portion of Parcel 10)
9559 W 159 TH ST.	27-15-100-055-0000 (Portion of Parcel 7)
15105 S 96 TH AVE.	27-15-100-056-0000 (Parcel 11 and Portion of Parcel 7)
15159 LA GRANGE RD.	27-15-100-058-0000 (Parcel 6)

Orland Park, IL 60462