

Illinois Anti-Predatory  
Lending Database  
Program

Certificate of Exemption



Report Mortgage Fraud  
844-768-1713



\*2422730078\*

Doc# 2422730078 Fee \$88.00

ILRHSP FEE:\$18.00 RPRF FEE:\$1.00

CEDRIC GILES

COOK COUNTY CLERK'S OFFICE

DATE: 8/14/2024 1:07 PM

PAGE: 1 OF 19

The property identified as: **PIN:** 08-16-200-072-0000

**Address:**

**Street:** 2020 ARLINGTON HEIGHTS

**Street line 2:**

**City:** ARLINGTON HEIGHTS, IL

**State:** IL

**ZIP Code:** 60005

**Lender:** U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

**Borrower:** OPI WF OWNER LLC

**Loan / Mortgage Amount:** \$567,429.00

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:** B4DDEEDB-6E9D-4762-9B2F-E9E2040A56C7

**Execution date:** 8/12/2024

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**RECORD AND RETURN TO:**

Morrison & Foerster LLP  
200 Clarendon Street  
Boston, MA 02116  
Attn: Joshua Pierce, Esq.

**INSTRUMENT PREPARED BY:**

Morrison & Foerster LLP  
200 Clarendon Street  
Boston, MA 02116  
Attn: Joshua Pierce, Esq.

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(Space Above For Recorder's Use)

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

Dated as of August 12, 2024  
by and from

**OPI WF OWNER LLC,**  
as mortgagor

to

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
in its capacity as Collateral Agent,  
as mortgagee

Location of Property:  
(2020 Arlington Heights, Arlington Heights, Illinois)

**COLLATERAL IS OR INCLUDES FIXTURES**  
(Arlington Heights, Cook County, Illinois)

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

This MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "**Security Instrument**"), dated as of August 12, 2024, is made by OPI WF OWNER LLC, a Delaware limited liability company having an office at Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458 ("**Mortgagor**"), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking organization having an address at One Federal Street, 3rd Floor Boston, Massachusetts 02110, as mortgagee (in such capacity, together with its successors and/or assigns, "**Mortgagee**").

### RECITALS

A. **WHEREAS**, Office Properties Income Trust, a real estate investment trust organized and existing under the laws of the State of Maryland (the "**Company**") having its principal office at Two Newton Place, 255 Washington Street, Suite 300, Newton, Massachusetts 02458, the other entities listed on the signature pages of the Indenture (as hereinafter defined), and Mortgagee, as trustee and as notes collateral agent, entered into that certain Indenture, dated as of June 20, 2024 (as the same may be amended, supplemented, modified or amended and restated from time to time, the "**Indenture**"), whereby 9.000% Senior Secured Notes due 2029 (the "**Notes**") have been issued by the Company, as issuer (the "**Issuer**") in the aggregate principal amount at maturity of **\$567,429,000**. Mortgagor is a Subsidiary Guarantor party to the Indenture. Any capitalized term used but not defined herein shall have the meaning ascribed thereto in the Indenture.

B. **WHEREAS**, Issuer owns, directly or through its Subsidiaries, all of the issued and outstanding shares of Mortgagor.

C. **WHEREAS**, Mortgagor has, pursuant to the Indenture, among other things, unconditionally guaranteed the Obligations.

D. **WHEREAS**, Mortgagor will receive substantial benefits from the execution, delivery and performance of the Obligations under the Indenture and the other Note Documents and is, therefore, willing to enter into this Security Instrument.

E. **WHEREAS**, as a condition to the financial accommodations provided to Issuer under the Indenture, Mortgagee has required Mortgagor to execute and deliver this Security Instrument.

F. **WHEREAS**, this Security Instrument made and given by Mortgagor in favor of Mortgagee for the benefit of the Holders of the Notes to secure the payment and performance of all of the Obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Mortgagor, intending to be legally bound, covenants and agrees as follows:

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## ARTICLE I

### DEFINITIONS

**Section 1.1 Definitions.** Capitalized terms used but not otherwise defined herein that are defined in the Indenture shall have the meanings ascribed to such terms in the Indenture. As used herein, the following terms shall have the following meanings:

(a) **“Holders of the Notes”**: Means the “Holders” as that term is defined in the Indenture.

(b) **“Indebtedness”**: Means all of the following:

(i) the obligations of Mortgagor under the Subsidiary Guarantee;

(ii) the payment of all sums advanced pursuant to this Security Instrument to protect and preserve the Property and the lien and the security interest created hereby; and

(iii) the payment of all sums advanced and costs and expenses incurred by any one or more of Mortgagee and the Holders of the Notes in connection with the Indebtedness or any part thereof in accordance with the Indenture and the other Notes Documents, any renewal extension, or change of or substitution for the Indebtedness or any part thereof, or the acquisition or perfection of the security therefor, whether made or incurred at the request of Mortgagor, Mortgagee or the Holders of the Notes.

THIS SECURITY INSTRUMENT SHALL CONTINUE TO SECURE A GUARANTEE OF THE ENTIRE INDEBTEDNESS UP TO A MAXIMUM PRINCIPAL AMOUNT OF \$567,429,000, UNTIL THE ENTIRE INDEBTEDNESS IS PAID IN FULL; provided however, in no event shall this Security Instrument be deemed to secure any direct obligations of the Issuer pursuant to the Indenture or any notes issued in connection therewith, but shall secure the Indebtedness, being the guaranty obligations of Mortgagor pursuant to the Subsidiary Guarantee.

(c) **“Obligations”**: Means the “Notes Obligations” as defined in the Indenture, Mortgagor’s obligations for the payment of the Indebtedness and the performance of the Other Obligations (defined herein).

(d) **“Other Obligations”**: Means all of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor hereunder and under the other Note Documents.

(e) **“Property”**: Means all of Mortgagor’s right, title and interest in, to and under (1) the real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater or additional estate therein as hereafter may be acquired by Mortgagor (collectively, the **“Land”**), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (collectively, the **“Improvements”**), (3) all leases and

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subleases of space, tenancies, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into, whether or not of record, relating in any manner to the Land and any and all amendments, modifications, supplements, replacements, extensions and renewals of any thereof, whether now in effect or hereafter coming into effect (collectively, the "**Leases**"), (4) any and all rents, additional rents, royalties, cash, guaranties, letters of credit, bonds, sureties or securities deposited under any Lease to secure performance of the tenant's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by Mortgagor under any Lease or otherwise, and any award in the event of the bankruptcy of any tenant under or guarantor of a Lease (collectively, the "**Rents**"), (5) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities now owned or hereafter acquired by Mortgagor, whether or not situated in easements (the "**Fixtures**"), (6) all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land (collectively, the "**Personalty**"), (7) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances and appurtenances appertaining to the foregoing now owned or hereafter acquired, (8) any and all cash proceeds and noncash proceeds including all (i) proceeds of the conversion, voluntary or involuntary, of any of the Property or any portion thereof into cash or liquidated claims, (ii) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to Mortgagee or to Mortgagor from time to time with respect to any of the Property, (iii) payments (in any form whatsoever) made or due and payable to Mortgagor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Property by any governmental authority (or any person acting on behalf of a governmental authority) and (iv) other amounts from time to time paid or payable under or in connection with any of the Property including, without limitation, refunds of real estate taxes and assessments, including interest thereon (collectively, the "**Proceeds**") and (9) any and all right, title and interest of Mortgagor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, studies and data relating specifically to the Property or the construction of any alteration relating to the Property (the "**Records**"). As used in this Security Instrument, the term "**Property**" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

- (f) "**UCC**": Means the Uniform Commercial Code of the State of Illinois.

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## ARTICLE II

### GRANT

**Section 2.1 Grant of Security Title.** Mortgagor hereby MORTGAGES, GRANTS, BARGAINS, SELLS, ASSIGNS, TRANSFERS AND CONVEYS to Mortgagee and its successors and assigns, with power of sale, for the use, benefit and behoof of Mortgagee and its successors and assigns, the Property, and hereby grants to Mortgagee for its benefit and the benefit of the Holders of the Notes a security interest in and security title to all of the Property; TO HAVE AND TO HOLD the Property unto Mortgagee and its successors and assigns in fee simple forever, for the purpose of securing the due and punctual payment and performance in full of the Indebtedness.

## ARTICLE III

### WARRANTIES, REPRESENTATIONS AND COVENANTS

**Section 3.1 Warranties, Representations and Covenants.** Subject to the terms of each Intercreditor Agreement, Mortgagor warrants, represents and covenants to Mortgagee as follows:

(a) **Title to Property.** Mortgagor owns the Property free and clear of any liens, claims or interests, except the Permitted Liens, and this Security Instrument. This Security Instrument creates a valid, enforceable second priority security interest in and security title to the Property (subject to Permitted Liens).

(b) **Status.** Mortgagor shall preserve and protect the second priority lien and security interest status of this Security Instrument and the other Note Documents (subject to Permitted Liens). If any lien or security interest (other than the Permitted Liens or this Security Instrument) is asserted against the Property, Mortgagor shall promptly, and at its expense, subject to its rights to contest the same in accordance with the Indenture and/or the other Note Documents, (a) give Mortgagee a reasonably detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released.

(c) **Payment and Performance.** Mortgagor shall pay or cause the Indebtedness to be paid when due under the Note Documents and shall perform or cause to be performed the Obligations in full when they are required to be performed.

(d) **Other Covenants.** All of the covenants of Mortgagor in the Indenture are incorporated herein by this reference.

**Section 3.2 Condemnation Awards.** Subject to the terms of each Intercreditor Agreement, Mortgagor authorizes Mortgagee to collect and receive all amounts described in clause (iii) of the definition of Proceeds and to give proper receipts and acquittances therefor, subject to and in accordance with the terms of the Indenture.

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## ARTICLE IV

### DEFAULT; POWER OF SALE

**Section 4.1 Remedies.** Subject to the terms of each Intercreditor Agreement, upon the occurrence and during the continuance of any Event of Default (as defined in the Indenture), Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

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

(b) Operation of Property. Hold, lease, develop, manage, operate or otherwise use the Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 4.7 hereof.

(c) Power of Sale. Exercise the power of sale herein granted in compliance with applicable law.

(d) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Property as security for the payment and performance of the Indebtedness, the appointment of a receiver of the Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 4.7 hereof.

(e) Foreclosure. Institute proceedings for the complete foreclosure of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner as Mortgagee shall elect in its sole and absolute discretion, Mortgagee being hereby expressly granted the power to foreclose this Security Instrument and sell the Property at public auction and convey the same to the purchaser.

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

**Section 4.2 Separate Sales.** Subject to the terms of each Intercreditor Agreement, the Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect; the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

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**Section 4.3 Remedies Cumulative, Concurrent and Nonexclusive.** Subject to the terms of each Intercreditor Agreement, Mortgagee shall have all rights, remedies and recourses granted in the Note Documents and available at law or equity (including the UCC), which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Note Documents, or against the Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Note Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 4.4 Release of and Resort to Collateral.** Subject to terms of each Intercreditor Agreement, Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Property, any part of the Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Note Documents or their status as a second priority lien and security interest in and to the Property (subject to Permitted Liens). For payment of the Indebtedness, Mortgagee may resort to any other security therefor granted by Mortgagor, Issuer or any Subsidiary Guarantor in such order and manner as Mortgagee may elect, subject to the terms of each Intercreditor Agreement.

**Section 4.5 Waiver of Redemption, Notice and Marshaling of Assets.** Subject to the terms of each Intercreditor Agreement, to the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of Mortgagee's election to exercise or the actual exercise of any right, remedy or recourse provided for under the Note Documents, and (c) any right to a marshaling of assets or a sale in inverse order of alienation.

**Section 4.6 Discontinuance of Proceeding.** Subject to the terms of each Intercreditor Agreement, if Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Note Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Note Documents, the Property and otherwise as if such right, remedy or recourse had never been invoked, and the rights, remedies, recourses and powers of Mortgagee shall continue as if such right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Note Documents for such Event of Default.

**Section 4.7 Application of Proceeds.** Trustee or Mortgagee may only apply money they collect hereunder pursuant to Article V of the Indenture, in accordance with Section 5.06 of the Indenture, subject to the terms of each Intercreditor Agreement.



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**Section 4.8 Occupancy after Sale.** Subject to the terms of each Intercreditor Agreement, any sale of the Property or any part thereof in accordance with Section 4.1(c) hereof will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law and the terms of each Intercreditor Agreement, any purchaser at such sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor, subject to the terms of each Intercreditor Agreement, will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

**Section 4.9 Additional Advances and Disbursements; Costs of Enforcement.** Subject to the terms of each Intercreditor Agreement:

(a) All sums advanced and reasonable expenses incurred at any time by Mortgagee under and in accordance with this Security Instrument shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the rate specified in the Indenture, and all such sums, together with interest thereon, shall be secured by this Security Instrument.

(b) Mortgagor shall pay all reasonable expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Security Instrument and the other Note Documents, or the enforcement, compromise or settlement of the Indebtedness or the Obligations or any claim under this Security Instrument and the other Note Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise, in accordance with the terms of the Indenture.

**Section 4.10 No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article IV, the assignment of the Rents and Leases under Article V hereof, the security interests under Article VI hereof, nor any other remedies afforded to Mortgagee under the Note Documents, at law or in equity, shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Property, to obligate Mortgagee to lease the Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

## ARTICLE V

### ASSIGNMENT OF LEASES AND RENTS

**Section 5.1 Assignment.** As additional security for the payment and performance in full of the Indebtedness, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee, all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. Subject to the terms of each Intercreditor Agreement, Mortgagor shall have and is hereby given a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in

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the payment and performance of the Indebtedness and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Subject to the terms of each Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Indebtedness or solvency of Mortgagor, the license herein granted shall automatically expire and terminate without notice by Mortgagee (any such notice being hereby expressly waived by Mortgagor) for so long as such Event of Default shall continue.

**Section 5.2 Perfection upon Recordation.** Mortgagor acknowledges that Mortgagor has taken all reasonable actions necessary to provide, and that upon recordation of this Security Instrument Mortgagee shall have, to the extent permitted under applicable law and subject to the terms of each Intercreditor Agreement and other Permitted Liens, a valid and fully perfected, second priority present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Security Instrument Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "**Bankruptcy Code**"), without the necessity of commencing a foreclosure action with respect to this Security Instrument, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

**Section 5.3 Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Security Instrument shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Security Instrument extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

**Section 5.4 No Merger of Estates.** So long as part of the Indebtedness secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

## ARTICLE VI

### SECURITY AGREEMENT

**Section 6.1 Security Interest.** This Security Instrument constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the Leases, Rents, Fixtures, Personalty, Proceeds and Records. To this end, Mortgagor grants to Mortgagee a security interest in and to all of Mortgagor's right, title and interest in and to the Leases, Rents, Fixtures, Personalty, Proceeds and all other Property which is personal property to secure the payment and performance of the Indebtedness, and Mortgagor agrees that, upon the occurrence and during the continuance of an Event of Default, Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such

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property. Subject to the terms of each Intercreditor Agreement, any notice of sale, disposition or other intended action by Mortgagee with respect to the Leases, Rents, Fixtures, Personalty, Proceeds and Records sent to Mortgagor at least ten (10) Business Days prior to any action under the UCC shall constitute reasonable notice to Mortgagor.

**Section 6.2 Financing Statements.** Subject to the terms of each Intercreditor Agreement, Mortgagor shall deliver to Mortgagee such financing statements and such further assurances as Mortgagor may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee's security interest hereunder and Mortgagor may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

**Section 6.3 Fixture Filing.** This Security Instrument shall also constitute a "fixture filing" for the purposes of the UCC against all of the Property which is or is to become fixtures, and the following information is applicable for the purpose of such fixture filing, to wit:

<p><b>Name and Address of the debtor:</b></p> <p>Mortgagor having the address described in the Preamble hereof.</p> <p>Mortgagor is a limited liability company organized under the laws of the State of Delaware whose Organization Number is 7546763, and whose Taxpayer Identification Number is 93-2278172.</p>	<p><b>Name and Address of the secured party:</b></p> <p>Mortgagee having the address described in the Preamble hereof, from which address information concerning the security interest may be obtained.</p>
<p><b>This Financing Statement covers the following types or items of property:</b></p> <p>The Property described and defined in <u>Section 1.1(c)</u> hereof. This instrument covers goods or items of personal property which are or are to become fixtures upon the Property.</p> <p>Mortgagor is the record owner of the Land described on Exhibit A attached hereto.</p>	

In addition, subject to the terms of each Intercreditor Agreement, Mortgagor authorizes (but does not obligate) Mortgagee to file appropriate financing and continuation statements under the UCC in effect in the jurisdiction in which the Property is located as may be required by law in order to establish, preserve and protect the liens and security interests intended to be granted to Mortgagee pursuant to this Security Instrument in the Property.

## ARTICLE VII

### MISCELLANEOUS

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**Section 7.1 Notices.** Any notice required or permitted to be given under this Security Instrument shall be given in accordance with Section 1.16 of the Indenture.

**Section 7.2 Change in Tax Law.** Subject to the terms of each Intercreditor Agreement, upon the enactment of or change in (including, without limitation, a change in interpretation of) any applicable law (i) deducting or allowing Mortgagor to deduct from the value of the Property for the purpose of taxation any lien or security interest thereon or (ii) subjecting Mortgagee or any of the Holders of the Notes to any tax or changing the basis of taxation of mortgages, deeds to secure debt, deeds of trust, or other liens or debts secured thereby, or the manner of collection of such taxes, in each such case, so as to affect this Security Instrument, the Indebtedness or Mortgagee and the result is to increase the taxes imposed upon or the cost to Mortgagee of maintaining the Indebtedness, or to reduce the amount of any payments receivable hereunder, then, and in any such event, Mortgagor shall, on demand, pay to Mortgagee additional amounts to compensate for such increased costs or reduced amounts, provided that if any such payment or reimbursement shall be unlawful, or taxable to Mortgagee, or would constitute usury or render the Indebtedness wholly or partially usurious under applicable law, then Mortgagee may, at its option, declare the Indebtedness immediately due and payable or require Mortgagor to pay or reimburse Mortgagee for payment of the lawful and non-usurious portion thereof.

**Section 7.3 Deed and/or Intangibles Tax.** Subject to the terms of each Intercreditor Agreement, Mortgagor shall (i) pay when due any tax imposed upon it or upon Mortgagee or any of the Holders of the Notes pursuant to the tax law of the state in which the Property is located in connection with and on account of the execution, delivery and recordation of this Security Instrument, and (ii) prepare, execute and file any form required to be prepared, executed and filed in connection therewith.

**Section 7.4 Attorney-in-Fact.** Subject to the terms of each Intercreditor Agreement, Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact with full power of substitution, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, if Mortgagor shall fail to do so within thirty (30) days after written request by Mortgagee, (b) upon the issuance of a deed pursuant to the foreclosure of this Security Instrument or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Property, Leases, Rents, Fixtures, Personalty, Proceeds and Records in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, and (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Property, if Mortgagor shall fail to do so within ten (10) days after written request by Mortgagee; provided, however: (1) Mortgagee shall under no circumstances be obligated to perform any obligation of Mortgagor; (2) any sums advanced by Mortgagee in such performance shall be added to and included in the Indebtedness and shall bear interest at the rate or rates at which interest is then computed on the Indebtedness; (3) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (4) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to take any action which it is empowered to take under this Section 7.4.

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**Section 7.5 Successors and Assigns.** This Security Instrument shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective successors and assigns. In the event of an assignment of all or any of the Obligations, the rights hereunder, to the extent applicable to the Indebtedness so assigned, may be transferred with such Indebtedness.

**Section 7.6 No Waiver.** Any failure by Mortgagee to insist upon strict performance of any of the terms, provisions or conditions of the Note Documents shall not be deemed to be a waiver of same, and Mortgagee (as so required by applicable law) shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

**Section 7.7 Indenture.** Except with respect to Section 7.9 hereof, if any conflict or inconsistency exists between this Security Instrument and the Indenture, the Indenture shall govern. With respect to the applicable law, Section 7.9 hereof will govern, notwithstanding any inconsistent provisions of the Indenture.

**Section 7.8 Release.** Upon payment in full of the Indebtedness or upon a sale of the Property in accordance with the provisions of the Indenture, Mortgagee (as so required by applicable law), at Mortgagor's expense, shall release the liens and security interests created by this Security Instrument.

**Section 7.9 Applicable Law.** The provisions of this Security Instrument regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the state in which the Property is located. All other provisions of this Security Instrument shall be governed by the laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflicts of laws principles.

**Section 7.10 Headings.** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

**Section 7.11 Entire Agreement.** This Security Instrument and the other Note Documents constitute the entire agreement and understanding between Mortgagee and Mortgagor relating to the subject matter hereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof. Accordingly, none of the Note Documents may be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties related to the subject matter hereof. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by Mortgagor therefrom, shall be effective unless in writing and signed by Mortgagee.

**Section 7.12 Reduction of Secured Amount.** In the event that the amount secured by this Security Instrument is less than the aggregate Indebtedness evidenced by the Indenture, then the amount secured shall be reduced only by the last and final sums that Mortgagor or Issuer or any Subsidiary Guarantor repays with respect to the Indebtedness and shall not be reduced by any intervening repayments of the Indebtedness. So long as the balance of the Indebtedness exceeds the amount secured, any payments of the Indebtedness shall not be deemed

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to be applied against, or to reduce, the portion of the Indebtedness secured by this Security Instrument. Such payments shall instead be deemed to reduce only such portions of the Indebtedness as are secured by other collateral located outside of the state in which the Property is located or as are unsecured.

**Section 7.13 Collateral Agent.** Mortgagee shall be entitled to all of the protections, immunities, rights and indemnities provided to it in the Indenture, all of which are hereby incorporated herein by reference, *mutatis mutandis*.

**Section 7.14 Further Acts.** Subject to the terms of each Intercreditor Agreement, Mortgagor shall, at the reasonable cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements, instruments and assurances as Mortgagee shall from time to time reasonably request, which may be necessary in the reasonable judgment of Mortgagee from time to time to assure, perfect, convey, assign, mortgage, transfer and confirm unto Mortgagee, the property and rights hereby conveyed or assigned or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or for carrying out the intention or facilitating the performance of the terms hereof or the filing, registering or recording hereof. Subject to the terms of each Intercreditor Agreement, Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments. In the event Mortgagee advances any sums to pay the amounts set forth in the preceding sentence, such advances shall be secured by this Security Instrument.

**Section 7.15 WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY INSTRUMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS SECURITY INSTRUMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.15.

**Section 7.16 Intercreditor Agreements Generally.** Each Person to whom or for whose benefit a Lien is granted hereunder, by accepting the benefits of the security provided hereby, (i) consents (or is deemed to consent), to the subordination of Liens, if any, provided for in each Intercreditor Agreement, (ii) agrees (or is deemed to agree) that it will be bound by, and will take no actions contrary to, the provisions in each Intercreditor Agreement, (iii) authorizes (or is deemed to authorize) the Collateral Agent on behalf of such Person to enter into, and perform under, each Intercreditor Agreement and (iv) acknowledges (or is deemed to acknowledge) that a copy of each Intercreditor Agreement was delivered, or made available, to such Person.

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Notwithstanding any other provision contained herein, this Security Instrument, the Liens created hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of each Intercreditor Agreement and, to the extent provided therein, the applicable Notes Documents. In the event of any conflict or inconsistency between the provisions of this Security Instrument and any Intercreditor Agreement, the provisions of the applicable Intercreditor Agreement shall control. To the extent that any Intercreditor Agreement provides for certain rights in favor of the administrative agent or collateral agent party thereto, including rights to hold possessory collateral or certificated collateral, the terms of such Intercreditor Agreement shall control in the event of any conflict with the terms of this Security Instrument (and upon delivery to such other agent in accordance with the applicable Intercreditor Agreements, the Mortgagor shall be deemed to have satisfied its obligations under this Security Instrument to deliver any Collateral to the Collateral Agent). Notwithstanding anything to the contrary herein, no inaccuracy or breach, as applicable, of this Security Instrument relating to the grant, validity, enforceability, perfection or priority of any security interest shall occur, and no Default or Event of Default or other breach of the terms hereof or thereunder shall occur, in either case, as a result of the collateral agency and intercreditor arrangements described in any Intercreditor Agreement.

**Section 7.17 Subordination.** The lien created by this Security Instrument on the property described herein is and shall be subordinate to the lien on such property created by any mortgage, deed of trust, pledge, security agreement or similar instrument now or hereafter granted to Wells Fargo Bank, National Association, in its capacity as administrative agent for the lenders (together with its successors and/or assigns, "**Senior Agent**") and arising under or in connection with the Second Amended and Restated Credit Agreement, dated as of January 29, 2024 (as amended, restated, modified, supplemented, refinanced or replaced from time to time), providing for credit facilities in the aggregate original principal amount of \$425,000,000, by and among, inter alia, OPI WF Borrower LLC, a Delaware limited liability company, OPI WF Holding LLC, a Delaware limited liability company, Office Properties Income Trust, a real estate investment trust organized under the laws of the State of Maryland, the financial institutions from time to time party thereto as lenders, and Senior Agent to the extent and in the manner provided in that certain Subordination and Intercreditor Agreement, dated as of June 20, 2024, between Senior Agent and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking organization organized and existing under the laws of the United States, as trustee and collateral agent (the "**Subordination Agreement**"). The rights and remedies of the Mortgagee and each subsequent holder of this Security Instrument shall be deemed, by virtue of such holder's acquisition of this Security Instrument, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by "Junior Agent" or any "Junior Secured Party" under the Subordination Agreement. In the event of any conflict between the terms of the Subordination Agreement and this Security Instrument, the terms of the Subordination Agreement shall govern and control. The Senior Agent is an intended third party beneficiary of this Section with the right to enforce same. This Section cannot be amended without the prior written consent of the Senior Agent, and the other terms of this Security Instrument may only be amended in accordance with the Subordination Agreement.

## ARTICLE VIII

### STATE-SPECIFIC PROVISIONS

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**Section 8.1 General.** The terms and provisions set forth below in this Article VIII shall be construed, to the greatest extent possible, consistently with those set forth elsewhere in this Security Instrument as being in addition to and supplementing such other terms and provisions set forth elsewhere in this Security Instrument; however, notwithstanding anything to the contrary set forth elsewhere in this Security Instrument, in the event of any conflict or inconsistency between the terms and provisions of this Article VIII and the terms and provisions set forth elsewhere in this Security Instrument, the following terms and provisions of this Article VIII shall govern and control but only to the extent of such conflicts.

**Section 8.2 Business Loan.** Mortgagor represents and warrants to Mortgagee that the proceeds of the Indenture shall be used solely for business purposes and in furtherance of the regular business affairs of the Company, and the entire principal obligation secured by this Security Instrument constitutes (i) a “business loan” as that term is defined in, and for all purposes of, 815 ILCS 205/4(1)(c) and (ii) a “loan secured by a mortgage on real estate” within the purview and operation of 815 ILCS 205/4(1)(l).

**Section 8.3 Collateral Protection Act.** Pursuant to the terms of the Collateral Protection Act, 815 ILCS 180/1 et seq., Mortgagor is hereby notified that unless Mortgagor provides Mortgagee with evidence of the insurance coverage required by this Security Instrument, Mortgagee may purchase insurance at Mortgagor’s expense to protect Mortgagee’s interests in the Property, which insurance may, but need not, protect the interests of Mortgagor. The coverage purchased by Mortgagee may not pay any claim made by Mortgagor or any claim made against Mortgagor in connection with the Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained the insurance as required hereunder. If Mortgagee purchases insurance for the Property, Mortgagor will be responsible for the costs of such insurance, including interest and any other charges imposed in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations secured hereby. The costs of such insurance may be greater than the cost of insurance Mortgagor may be able to obtain for itself.

**Section 8.4 Illinois Mortgage Foreclosure Law.** It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Security Instrument shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the “Act”), 735 ILCS 5/15-1101 et seq., and with respect to such Act, Mortgagor agrees and covenants that:

(a) Mortgagor acknowledges that the Property does not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

(b) Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Section 15-1601 of the Act or any replacement statutes.



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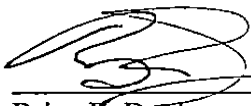
(c) Mortgagor expressly agrees that for purposes of this Security Instrument and the other Note Documents: (i) this Security Instrument and the other Note Documents shall be a “credit agreement” under the Illinois Credit Agreements Act, 815 ILCS 160/1, et seq. (the “**Credit Agreement Act**”); (ii) the Credit Agreement Act applies to this transaction including, but not limited to, the execution of this Security Instrument and the Notes; and (iii) any action on or in any way related to this Security Instrument and each other Note Document shall be governed by the Credit Agreement Act. No modification, amendment or waiver of, or consent to any departure by the Mortgagor from, any provision of this Security Instrument will be effective unless made in a writing signed by the Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Mortgagor will entitle the Mortgagor to any other or further notice or demand in the same, similar or other circumstance.

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IN WITNESS WHEREOF, THIS SECURITY INSTRUMENT has been EXECUTED AND DELIVERED by Mortgagor effective as of the date first above written, caused this instrument to be duly by authority duly given.

**MORTGAGOR:**

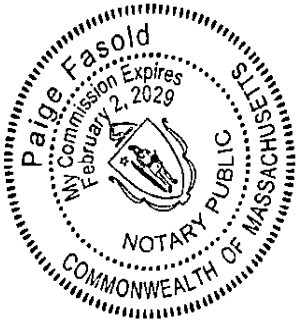
OPI WF OWNER LLC,  
a Delaware limited liability company

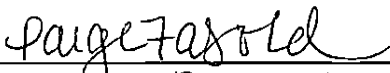
By:   
Name: Brian E. Donley  
Title: Chief Financial Officer and Treasurer

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 1<sup>st</sup> day of AUGUST, 2024, before me, the undersigned notary public, personally appeared Brian E. Donley, proved to me through satisfactory evidence of identification, which was my personal knowledge of his identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Chief Financial Officer and Treasurer of OPI WF Owner LLC, a Delaware limited liability company, as the voluntary act of the limited liability company.



  
Notary Public Paige Fasold  
My Commission Expires: 2/2/2029

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 2 IN DOCTOR'S SUBDIVISION OF PART OF LOT 6 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JANUARY 10, 1975 AS DOCUMENT LR 2790909, IN COOK COUNTY, ILLINOIS.

Parcel Index Number: 08-16-200-072-0000

Common Address: 2020 Arlington Heights, Arlington Heights, IL