

FIRST MORTGAGE

Dated as of June 15, 1994

in the amount of \$36,700,000

from CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation
(the "Mortgagor")

to GENERAL ELECTRIC CAPITAL CORPORATION (the "Mortgagee")

LOCATION OF PREMISES:

See Exhibit B for a
schedule of properties

After recording, please return to:

Rosenthal and Schanfield
55 East Monroe Street
46th Floor
Chicago, Illinois 60601
Attention: Steven H. Blumenthal

This instrument was prepared by the above-named attorney.

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75-23 671 DA Const Co

Handwritten initials

COOK COUNTY CLERK'S OFFICE

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FIRST MORTGAGE

THIS MORTGAGE, made as of the 15th day of June, 1994 by **CENTERPOINT PROPERTIES CORPORATION**, a Maryland corporation, having its principal office at 401 North Michigan Avenue, Chicago, Illinois 60611 (the "Mortgagor"), to **GENERAL ELECTRIC CAPITAL CORPORATION**, a corporation having an office at 209 West Jackson Boulevard, Suite 600, Chicago, Illinois 60606 (the "Mortgagee").

WITNESSETH, that to secure the payment of an indebtedness in the principal sum of THIRTY-SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$36,700,000) in lawful money of the United States, to be paid according to a certain note bearing even date herewith in the form of Exhibit A attached hereto and by this reference incorporated herein and made a part hereof, with a maturity date as set forth therein, as said note may be hereinafter amended or extended (the "Note"), all other obligations and liabilities due or to become due to the Mortgagee, all amounts, sums and expenses paid hereunder by the Mortgagee according to the terms hereof and all other obligations and liabilities of the Mortgagor under this Mortgage and the Note, together with all interest on the said indebtedness, obligations, liabilities, amounts, sums and expenses (all of the aforesaid hereinafter collectively referred to as the "Indebtedness"), the Mortgagor hereby mortgages, grants, bargains, sells, conveys, aliens, remises, releases, assigns, sets over and confirms to the Mortgagee:

All those certain lots, pieces or parcels of land more particularly described in Exhibit B attached hereto and by this reference made a part hereof.

TOGETHER with the buildings and improvements now or hereafter located on said land and all right, title and interest, if any, of the Mortgagor in and to the streets and roads abutting said land to the center lines thereof, and strips and gores within or adjoining said land, the air space and right to use said air space above said land, all rights of ingress and egress by motor vehicles to parking facilities on or within said land, all easements now or hereafter affecting said land, royalties and all rights appertaining to the use and enjoyment of said land, including, without limitation, alley, drainage, mineral, water, oil and gas rights (said land and/or leasehold estate, together with said building and improvements, the property and other rights, privileges and interests encumbered or conveyed hereby, are hereinafter collectively referred to as the "Premises").

TOGETHER with all fixtures and articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, owned by the Mortgagor and now or hereafter attached to, contained in, or used in connection with the Premises or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the Premises. Without limiting the foregoing, the Mortgagor hereby grants to the Mortgagee a security interest in all of the Mortgagor's present and future "equipment" and "general intangibles" (as said quoted terms are defined in the Uniform Commercial Code of the State wherein the Premises is located) (the Premises and said fixtures and articles of personal property and said "equipment" and "general intangibles" encumbered and conveyed hereby are hereinafter sometimes called the "Mortgaged Property") and the Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements, commitments and undertakings made by the Mortgagor to the Mortgagee, all of the rights and remedies of a "secured party" under the said Uniform Commercial Code. To the extent permitted under applicable law, this Mortgage shall be deemed to be a "security agreement" (as defined in the aforesaid Uniform Commercial Code). If the lien of this Mortgage is subject to a security interest covering any such personal property, then all of the right, title and interest of the Mortgagor in and to any and all such property is hereby assigned to the Mortgagee together with the benefits of all deposits and payments now or hereafter made thereon by the Mortgagor.

TOGETHER with all leases, lettings and licenses of the Premises or any part thereof now or hereafter entered into and all right, title and interest of the Mortgagor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive and collect the rents, issues and profits payable thereunder:

TOGETHER with all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Mortgagor and all proceeds of the conversion, voluntary or involuntary, of the Mortgaged Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the Mortgaged Property or any easement therein, including awards for any change of grade of streets:

TOGETHER with all right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, the Mortgagor or constructed, assembled or placed by the Mortgagor on the Mortgaged Property, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and its successors and assigns until the Indebtedness is paid in full.

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ARTICLE I Covenants of the Mortgagor

AND the Mortgagor covenants and agrees with the Mortgagee as follows:

Section 1.01. Payment of the Indebtedness. The Mortgagor will punctually pay the Indebtedness in immediately available funds as provided herein and in the Note, all in the coin and currency of the United States of America which is legal tender for the payment of public and private debts

except for items owned by tenants.

Section 1.02. Title to the Mortgaged Property. The Mortgagor warrants that: (i) it has title to the Mortgaged Property subject only to those exceptions to title set forth in the policy of title insurance insuring the lien of this Mortgage; (ii) it has full power and lawful authority to encumber the Mortgaged Property in the manner and form herein set forth; (iii) it will own all fixtures and articles of personal property now or hereafter affixed and/or used in connection with the Premises, including any substitutions or replacements thereof, free and clear of liens and claims; (iv) this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property; and (v) it will preserve such title, and will forever warrant and defend the same to the Mortgagee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever.

or cause to be maintained

Section 1.03. Maintenance of the Mortgaged Property. The Mortgagor shall maintain the Mortgaged Property in good repair, shall comply with the requirements of any governmental authority claiming jurisdiction over the Mortgaged Property within thirty (30) days after an order containing such requirement has been issued by any such authority and shall permit the Mortgagee to enter upon the Premises and inspect the Mortgaged Property at all reasonable hours and without prior notice. The Mortgagor shall not, without the prior written consent of the Mortgagee, threaten, commit, permit or suffer to occur any waste, material alteration, demolition or removal of the Mortgaged Property or any part thereof; provided, however, that fixtures and articles of personal property may be removed from the Premises if the Mortgagor concurrently therewith replaces same with similar items of equal or greater value, free of any lien, charge or claim of superior title.

(subject to Section 4.4(f) of the Loan Agreement)

Section 1.04. Insurance, Restoration. (a) The Mortgagor shall keep the buildings and improvements now or hereafter located within the Premises insured against damage by fire and the other hazards covered by a standard extended coverage insurance policy for the full insurable value thereof (which, unless the Mortgagee shall otherwise agree in writing, shall mean the full repair and replacement value thereof) without reduction for depreciation or co-insurance). In addition, the Mortgagee may require the Mortgagor to carry such other insurance on the buildings and improvements now or hereafter located within the Premises, in such amounts as may from time to time be reasonably required by institutional lenders, against insurable casualties including risks of war and nuclear explosions which at the time are commonly insured against in the case of premises similarly situated, due regard being given to the site and the type of the building, the construction, location, utilities and occupancy or any replacements or substitutions therefor. The Mortgagor shall additionally keep the buildings, improvements and equipment located therein and thereon now or hereafter located on the Premises insured against loss by flood if the Premises are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereon) in an amount at least equal to the outstanding Indebtedness or the maximum limit of coverage available with respect to the buildings under said Act, whichever is less, and will assign and deliver the policy or policies of such insurance to the Mortgagee, which policy or policies shall have endorsed thereon the standard New York (or local equivalent) mortgagee clause in the name of the Mortgagee, so and in such manner and form that the Mortgagee and its successors and assigns shall at all times have and hold the said policy or policies as collateral and further security for the payment of the Indebtedness until the full payment of the Indebtedness. In addition, from time to time, upon the occurrence of any change in the use, operation or value of the Premises, or in the availability of insurance in the area in which the Premises are located, the Mortgagor shall, within five (5) days after demand by the Mortgagee, take out such additional amounts and/or such other kinds of insurance as the Mortgagee may reasonably require. Otherwise, the Mortgagor shall not take out any separate or additional insurance which is contributing in the event of loss unless it is properly endorsed and otherwise satisfactory to the Mortgagee in all respects. The proceeds of insurance paid on account of any damage or destruction to the Premises or any part thereof shall be paid over to the Mortgagee to be applied as hereinafter provided.

Subject to the provisions of Section 4.4g of the Loan Agreement

(b) The Mortgagee shall have the option in its sole discretion to apply any insurance proceeds it may receive pursuant to this Section 1.04 to the payment of the Indebtedness or to allow all or a portion of such proceeds to be used for the restoration of the Premises. In the event that the Mortgagee elects to allow the use of such proceeds for the restoration of the Premises, then such use of the proceeds shall be governed as hereinafter provided.

(c) In the event of damage or destruction to the Premises, the Mortgagor shall give prompt written notice thereof to the Mortgagee and shall promptly commence and diligently continue to perform repair, restoration and rebuilding of the Premises so damaged or destroyed (hereinafter referred to as the "work") to restore the Premises in full compliance with all legal requirements and so that the Premises shall be at least equal in value and general utility as they were prior to the damage or destruction, and if the work to be done is structural or if the cost of the work as estimated by the Mortgagee shall exceed Fifty Thousand Dollars (\$100,000) (hereinafter referred to as "major work"), then the Mortgagor shall, prior to the commencement of the work, furnish to the Mortgagee: (1) complete plans and specifications for the work (approved by all governmental authorities whose approval is required), for the Mortgagee's approval, which approval shall not be unreasonably withheld. Said plans and specifications shall bear the signed approval thereof by an architect satisfactory to the Mortgagee (hereinafter referred to as the "Architect") and shall be accompanied by the Architect's signed estimate, bearing the Architect's seal, of the entire cost of completing the work; (2) certified or photostatic copies of all permits and approvals required by law in connection with the commencement and conduct of the work; and (3) a surety bond for and/or guaranty of the payment for and completion of the work, which bond or guaranty shall be in form satisfactory to the Mortgagee and shall be signed by a surety or sureties, or guarantor or guarantors, as the case may be, who are acceptable to the Mortgagee, and in an amount not less than the Architect's estimate of the entire cost of completing the work, less the amount of insurance proceeds, if any, then held by the Mortgagee for application toward the cost of the work.

(d) The Mortgagor shall not commence any of the work until the Mortgagor shall have complied with the applicable requirements referred to in subparagraph (c) above, and after commencing the work the Mortgagor shall perform the work diligently and in good faith in accordance with the plans and specifications referred to in subparagraph (c) (1) above, if applicable.

(e) All insurance proceeds recovered by the Mortgagee on account of damage or destruction to the Premises less the cost, if any, to the Mortgagee of such recovery and of paying out such proceeds (including attorneys' fees and costs allocable to inspecting the work and the plans and specifications therefor), shall, upon the written request of the Mortgagor, be applied by the Mortgagee to the payment of the cost of the work referred to in subparagraph (c) above and shall be paid out from time to time to the Mortgagor and/or, at the Mortgagee's option exercised from time to time, directly to the contractor, subcontractors, materialmen, laborers, engineers, architects and other persons rendering services or materials for the work, as said work progresses except as otherwise hereinafter provided, but subject to the following conditions, any of which the Mortgagee may waive:

1. If the work to be done is structural or if it is major work, as determined by the Mortgagee, the Architect shall be in charge of the work;

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2. Each request for payment shall be made on seven (7) days' prior notice to the Mortgagee and shall be accompanied by a certificate of the Architect if one be required under subparagraph (c) above, otherwise by an executive or fiscal officer of the Mortgagor, stating (i) that all of the work completed has been done in compliance with the approved plans and specifications, if any be required under said subparagraph (c), and in accordance with all provisions of law; (ii) the sum requested is justly required to reimburse the Mortgagor for payments by the Mortgagor to, or is justly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials), and that when added to all sums, if any, previously paid out by the Mortgagee does not exceed the value of the work done to the date of such certificate; and (iii) that the amount of such proceeds remaining in the hands of the Mortgagee will be sufficient on completion of the work to pay for the same in full (giving in such reasonable detail as the Mortgagee may require an estimate of the cost of such completion).

(whether from insurance proceeds or additional funds of Mortgagor)

3. Each request shall be accompanied by waivers of liens satisfactory to the Mortgagee covering that part of the work previously paid for, if any, and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Mortgagee, that there has not been filed with respect to the Premises any mechanic's lien or other lien or instrument for the retention of title in respect of any part of the work not discharged of record and that there exist no encumbrances on or affecting the Premises other than encumbrances, if any, which are set forth in the title policy issued to the Mortgagee insuring the lien of this Mortgage;

4. No lease affecting the Premises immediately prior to the damage or destruction shall have been cancelled, nor contain any still exercisable right to cancel, due to such damage or destruction;

Event of Default

5. There shall be no default on the part of the Mortgagor under this Mortgage or the Note or any other instrument securing the same, and

6. The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the Premises legal.

Upon completion of the work and payment in full therefor, or upon failure on the part of the Mortgagor promptly to commence or diligently to continue the work, or at any time upon request by the Mortgagor, the Mortgagee may apply the amount of any such proceeds then or thereafter in the hands of the Mortgagee to the payment of the Indebtedness, provided, however, that nothing herein contained shall prevent the Mortgagee from applying at any time the whole or any part of such proceeds to the curing of any default under this Mortgage or the Note.

Event of Default

(f) In the event the work to be done is not structural or it is not major work as determined by the Mortgagee, then the net insurance proceeds held by the Mortgagee for application thereto shall be paid to the Mortgagor by the Mortgagee upon completion of the work, subject to the provisions of the foregoing subparagraphs (c), (d) and (e) except those which are applicable only if the work to be done is structural or it is major work as determined by the Mortgagee.

(g) If within one hundred twenty (120) days after the occurrence of any damage or destruction to the Premises requiring structural work or major work in order to restore the Premises the Mortgagor shall not have submitted to the Mortgagee and received the Mortgagee's approval of plans and specifications for the repair, restoration and rebuilding of the Premises so damaged or destroyed (approved by the Architect and by all governmental authorities whose approval is required), or if, after such plans and specifications are approved by all such governmental authorities and the Mortgagee, the Mortgagor shall fail to commence promptly such repair, restoration and rebuilding, or if thereafter the Mortgagor fails diligently to continue such repair, restoration and rebuilding or is delinquent in the payment to mechanics, materialmen or others of the costs incurred in connection with such work, or, in the case of any damage or destruction requiring neither structural work nor major work, as determined by the Mortgagee in order to restore the Premises, if the Mortgagor shall fail to repair, restore and rebuild promptly the Premises so damaged or destroyed then, in addition to all other rights herein set forth, and after giving the Mortgagor ten (10) days' written notice of the nonfulfillment of one or more of the foregoing conditions, the Mortgagee, or any lawfully appointed receiver of the Premises, may at their respective options, perform or cause to be performed such repair, restoration and rebuilding, and may take such other steps as they deem advisable to perform such repair, restoration and rebuilding, and upon twenty-four (24) hours' prior notice to the extent reasonably necessary for any of the foregoing purposes, and the Mortgagor hereby waives, for the Mortgagor and all others holding under the Mortgagor, any claim against the Mortgagee and such receiver arising out of anything done by the Mortgagee or such receiver pursuant hereto, and the Mortgagee may apply insurance proceeds (without the need to fulfill any other requirements of this Section 1.04) to reimburse the Mortgagee, and/or such receiver, for all amounts expended or incurred by them, respectively, in connection with the performance of such work, and any excess costs shall be paid by the Mortgagor to the Mortgagee upon demand.

(h) The Mortgagor shall (i) provide public liability insurance with respect to the Premises providing for limits of liability of not less than \$1,000,000 for both injury to or death of a person and for property damage, and (ii) unless the Mortgagee agrees otherwise in writing, provide rent insurance in an amount at least equal at all times to the annual rent roll of the Premises.

Property

(i) All insurance policies required pursuant to this Section 1.04 shall be endorsed to name the Mortgagee as an insured thereunder, as its interest may appear, with loss payable to the Mortgagee, without contribution, under a standard New York (or local equivalent) mortgagee clause. All such insurance policies and endorsements shall be fully paid for and contain such provisions and expiration dates and be in such form and issued by such insurance companies licensed to do business in the State where the Premises are located, with a rating of "A-1" or better as established by Best's Rating Guide or an equivalent rating with such other publication of a similar nature as shall be in current use, as shall be approved by the Mortgagee. Without limiting the foregoing, each policy shall provide that such policy may not be cancelled or materially changed except upon thirty (30) days' prior written notice of intention of non-renewal, cancellation or material change to the Mortgagee (ten (10) days in event of cancellation or non-renewal resulting solely from non-payment of premium) and that no act or thing done by the Mortgagor shall invalidate the policy as against the Mortgagee. In the event the Mortgagor fails to maintain insurance in compliance with this Section 1.04, the Mortgagee may, but shall not be obligated to, obtain such insurance and pay the premium therefor and the Mortgagor shall, on demand, reimburse the Mortgagee for all sums, advances and expenses incurred in connection therewith. The Mortgagor shall deliver copies of all original policies, certified by the insurance company or authorized agent as being true copies to the Mortgagee together with the endorsements thereto required hereunder. Notwithstanding anything to the contrary contained herein or in Section 254 of the Real Property Law of the State of New York (if the Premises are located in the State of New York) or any other provision of applicable law of any other State, the proceeds of insurance policies coming into the possession on the Mortgagee shall not be deemed trust funds and the Mortgagee shall be entitled to dispose of such proceeds as herein provided.

Section 1.05. Maintenance of Existence. The Mortgagor will, so long as it is owner of the Mortgaged Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges under the laws of the state of its incorporation, or formation, as the case may be, and will comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental authority or court applicable to the Mortgagor or to the Mortgaged Property or any part thereof.

All liability insurance policies shall designate
Mortgagee as an additional insured
\$5,000,000

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Section 1.06. Taxes and Other Charges. (a) The Mortgagor shall pay and discharge when due all taxes of every kind and nature, water rates, sewer rents and assessments, levies, permits, inspection and license fees and all other charges imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Premises or arising in respect of the occupancy, uses or possession thereof and, unless the Mortgagor is making monthly deposits with the Mortgagee in accordance with Section 1.14 hereof, the Mortgagor shall exhibit to the Mortgagee within five (5) days after the same shall have become due, validated receipts showing the payment of such taxes, assessments, water rates, sewer rents, levies, fees and other charges which may be or become a prior lien on the Mortgaged Property. Should the Mortgagor default in the payment of any of the foregoing taxes, assessments, water rates, sewer rents, or other charges, the Mortgagee may, but shall not be obligated to, pay the same or any part thereof and the Mortgagor shall, on demand, reimburse the Mortgagee for all amounts so paid.

(b) Nothing in this Section 1.06 shall require the payment or discharge or any obligation imposed upon the Mortgagor by subparagraph (a) of this Section 1.06 so long as the Mortgagor shall in good faith and at its own expense contest the same or the validity thereof by appropriate legal proceedings which proceedings must operate to prevent the collection thereof or other realization thereon and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy the same; provided that during such contest the Mortgagor shall, at the option of the Mortgagee, provide security satisfactory to the Mortgagee, assuring the discharge of the Mortgagor's obligation hereunder and of any additional interest charge, penalty or expense arising from or incurred as a result of such contest; and provided, further, that if at any time payment of any obligation imposed upon the Mortgagor by subsection (a) of this Section 1.06 shall become necessary to prevent the delivery of a tax deed conveying the Mortgaged Property or any portion thereof because of non-payment, then Mortgagor shall pay the same in sufficient time to prevent the delivery of such tax deed.

Section 1.07. Mechanics' and Other Liens. The Mortgagor shall pay, from time to time when the same shall become due, all lawful claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a lien on the Mortgaged Property or any part thereof, or on the revenues, rents, issues, income or profits arising therefrom and, in general, the Mortgagor shall do, or cause to be done, at the cost of the Mortgagor and without expense to the Mortgagee, everything necessary to fully preserve the lien of this Mortgage. In the event the Mortgagor fails to make payment of such claims and demands, the Mortgagee may, but shall not be obligated to, make payment thereof, and the Mortgagor shall, on demand, reimburse the Mortgagee for all sums so expended.

Section 1.08. Condemnation Awards. The Mortgagor, immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Premises or any portion thereof, will notify the Mortgagee of the pendency of such proceedings. The Mortgagee may participate in any such proceedings and the Mortgagor from time to time will deliver to the Mortgagee all instruments requested by it to permit such participation. All awards and compensation or other taking or purchase in lieu thereof, of the Premises or any part thereof, are hereby assigned to and shall be paid to the Mortgagee. The Mortgagor hereby authorizes the Mortgagee to collect and receive such awards and compensation, to give proper receipts and acquittances therefor and in the Mortgagee's sole discretion to apply the same toward the payment of the Indebtedness, notwithstanding the fact that the Indebtedness may not then be due and payable, or to the restoration of the Premises. In the event that any portion of the condemnation awards or compensation shall be used to reduce the Indebtedness, same shall be applied to the then unpaid installments of principal due under the Note in the inverse order of their maturity, such that the regular payments under the Note shall not be reduced or altered in any manner. The Mortgagor, upon request by the Mortgagee, shall make, execute and deliver any and all instruments requested for the purpose of confirming the assignment of the aforesaid awards and compensation to the Mortgagee free and clear of any liens, charges or encumbrances of any kind or nature whatsoever. The Mortgagee shall not be limited to the interest paid on the proceeds of any award or compensation, but shall be entitled to the payment by the Mortgagor of interest at the applicable rate provided for herein or in the Note.

Section 1.09. Mortgage Authorized. The Mortgagor hereby warrants and represents that the execution and delivery of this Mortgage and the Note has been duly authorized and that there is no provision in its certificate of incorporation or by-laws (if the Mortgagor is a corporation) or its partnership agreement (if the Mortgagor is a partnership), as same may have been amended, requiring further consent for such action by any other entity or person; it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation, as the case may be, and has (a) all necessary licenses, authorizations, registrations and approvals and (b) full power and authority to own its properties and carry on its business as presently conducted; and the execution and delivery by and performance of its obligations under this Mortgage and the Note will not result in the Mortgagor being in default under any provision of its certificate of incorporation or by-laws (if the Mortgagor is a corporation) or of its partnership agreement (if the Mortgagor is a partnership), as the same may have been amended, or of any mortgage, credit or other agreement to which it is a party.

Section 1.10. Costs of Defending and Upholding the Lien. If any action or proceeding is commenced to which action or proceeding the Mortgagee is made a party or in which it becomes necessary to defend or uphold the lien of this Mortgage, the Mortgagor shall, on demand, reimburse the Mortgagee for all expenses (including, without limitation, reasonable attorneys' fees and appellate attorneys' fees) incurred by the Mortgagee in any such action or proceeding. In any action or proceeding to foreclose this Mortgage or to recover or collect the Indebtedness, the provisions of law relating to the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

Section 1.11. Additional Advances and Disbursements. The Mortgagor shall pay when due all payments and charges on all liens, encumbrances, ground and other leases, and security interests which may be or become superior or inferior to the lien of this Mortgage, and in default thereof, the Mortgagee shall have the right, but shall not be obligated, to pay, without notice to the Mortgagor, such payments and charges and the Mortgagor shall, on demand, reimburse the Mortgagee for amounts so paid. In addition, upon default of the Mortgagor in the performance of any other terms, covenants, conditions or obligations which it is to be performed under any such prior or subordinate lien, encumbrance, lease or security interest, the Mortgagee shall have the right, but shall not be obligated, to cure such default in the name and on behalf of the Mortgagor. All sums advanced and reasonable expenses incurred at any time by the Mortgagee pursuant to this Section 1.11 or as otherwise provided under the terms and provisions of this Mortgage or under applicable law shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at an interest rate equal to ~~2~~ ³ ~~%~~ per month the Post-Default Rate set forth in the Note.

Section 1.12. Costs of Enforcement. The Mortgagor agrees to bear and pay all expenses (including reasonable attorneys' fees and appellate attorneys' fees) of or incidental to the enforcement of any provision hereof, or the enforcement, compromise or settlement of this Mortgage or the Indebtedness, and for the curing thereof, or for defending or asserting the rights and claims of the Mortgagee in respect thereof, by litigation or otherwise. All rights and remedies of the Mortgagee shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything herein contained to the contrary, the Mortgagor: (a) hereby waives trial by jury; (b) will not (i) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, nor (ii) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction, nor (iii) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof; (c) hereby expressly waives all benefit or advantage of any such law or laws, and (d) covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Property marshaled upon any foreclosure hereof.

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upon prior reasonable notice to Mortgagee

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Section 1.20. Assignment of Rents. The Mortgagor hereby assigns to the Mortgagee, as further security for the payment of the indebtedness, the rents, issues and profits of the Premises, together with all leases and other documents evidencing such rents, issues and profits now or hereafter in effect and any and all deposits held as security under said leases, and shall, upon demand, deliver to the Mortgagee an executed counterpart of each such lease or other document. Nothing contained in the foregoing sentence shall be construed to bind the Mortgagee to the performance of any of the covenants, conditions or provisions contained in any such lease or other document or otherwise to impose any obligation on the Mortgagee (including, without limitation, any liability under the covenant of quiet enjoyment contained in any lease or in any law or any applicable state in the event that any tenant shall have been joined as a party defendant in any action to foreclose this Mortgage and shall have been barred and foreclosed thereby) or all right, title and interest and equity of redemption in the Premises, except that the Mortgagee shall be accountable for any money actually received pursuant to such assignment. The Mortgagee hereby further grants to the Mortgagee the right (i) to enter upon and take possession of the Premises for the purpose of collecting the said rents, issues and profits, (ii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to the Mortgagee, (iii) to let the Premises, or any part thereof, and (iv) to apply said rents, issues and profits, after payment of all necessary charges and expenses, on account of said Indebtedness. Such assignment and grant shall continue in effect until the Indebtedness is paid, the execution of this Mortgage constituting and evidencing the irrevocable consent of the Mortgagor to the entry upon and taking possession of the Premises by the Mortgagee pursuant to such grant, whether foreclosure has been instituted or not and without applying for a receiver. Until the occurrence of an Event of Default the Mortgagor shall be entitled to collect and receive said rents, issues and profits. The Mortgagor agrees to use said rents, issues and profits in payment of principal and interest becoming due on this Mortgage and in payment of taxes, assessments, water rates, sewer rents and carrying charges becoming due against the Premises. Such right of the Mortgagor to collect and receive said rents, issues and profits may be revoked by the Mortgagee upon the occurrence of an Event of Default by giving not less than five (5) days' written notice of such revocation, served personally upon or sent by registered or certified mail to the record owner of the Premises.

Section 1.21. Indemnity. The Mortgagor will indemnify and hold the Mortgagee harmless against any loss or liability, cost or expense, including, without limitation, any judgments, attorney's fees, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging a violation by the Mortgagor or the Mortgagee of any section of Article 3-A of the Lien Law of the State of New York (if the Premises are located in the State of New York) or other applicable laws of other states.

~~**Section 1.22. Covenants to Landlord.** With respect to the lease more particularly described in Schedule B annexed hereto (the "Lease"), the Mortgagor hereby warrants and represents as follows: (i) it is in full force and effect, unmodified by any writing or otherwise, except as specifically set forth in Schedule B; (ii) all rent, additional rent and other charges reserved therein have been paid to the extent they are payable to the date hereof; (iii) the Mortgagor enjoys the quiet and peaceful possession of the property demised thereby; (iv) the Mortgagor is not in default under any of the terms thereof and, to the best of its knowledge, there are no circumstances which, with the passage of time or the giving of notice or both, would constitute an event of default thereunder; (v) to the best of its knowledge the landlord under the Lease is not in default under any of the terms or provisions thereof on the part of the landlord to be observed or performed.~~

~~(b) Further, with respect to the Lease, the Mortgagor covenants and agrees as follows: (i) to promptly and faithfully observe, perform and comply with all the terms, covenants and provisions thereof on its part to be observed, performed and complied with, at the times set forth therein, without any allowance for grace periods, if any; (ii) not to do, permit, suffer or refrain from doing anything, as a result of which, there could be a default under or breach of any of the terms thereof; (iii) not to cancel, surrender, modify, amend or in any way alter or permit the alteration of any of the terms thereof; (iv) to give the Mortgagee immediate notice of any default by anyone thereunder and to promptly deliver to the Mortgagee of each notice of default and all other notices, communications, plans, specifications and other similar instruments received or delivered by the Mortgagor in connection herewith; (v) to furnish to the Mortgagee copies such information and evidence as the Mortgagee may reasonably require concerning the Mortgagor's due observance, performance and compliance with the terms, covenants and provisions thereof; (vi) that any default of the tenant thereunder shall constitute a default under this Mortgage.~~

~~(c) In the event of any default by the Mortgagor in the performance of any of its obligations under the Lease, including, without limitation, any default in the payment of rent and other charges and impositions made payable by the tenant thereunder, then, in each and every case, the Mortgagee may, at its option and without notice, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of the Mortgagor thereunder in the name of and on behalf of the Mortgagor. The Mortgagor shall, on demand, reimburse the Mortgagee for all advances made and expenses incurred by the Mortgagee in curing any such default (including, without limitation, reasonable attorneys' fees), together with interest thereon computed at the rate provided for in Section 1.11 hereof from the date that an advance is made or expense is incurred, to and including the date the same is paid.~~

~~(d) The Mortgagor shall give the Mortgagee notice of its intention to exercise each and every option to extend the term of the Lease, at least twenty (20) but not more than sixty (60) days prior to the expiration of the time to exercise such option under the terms thereof. If the Mortgagor intends to extend the term of the Lease, it shall deliver to the Mortgagee, with the notice of such decision, a copy of the notice of extension delivered to the landlord thereunder. If the Mortgagor does not intend to extend the term of the Lease, the Mortgagee may, at its option, exercise the option to extend in the name and on behalf of the Mortgagor. In any event, the Mortgagor hereby appoints the Mortgagee its attorney-in-fact to execute and deliver, for and in the name of the Mortgagor, all instruments and agreements necessary under the Lease or otherwise to cause any extension of the term thereof. This power, being coupled with an interest, shall be irrevocable as long as the Indebtedness remains unpaid.~~

~~(e) It is hereby agreed that the fee title and the leasehold estate in the property demised by the Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either the landlord thereunder, the Mortgagor or a third party, whether by purchase or otherwise. If the Mortgagor acquires the fee title or any other estate, title or interest in the property demised by the Lease, or any part thereof, the lien of this Mortgage shall attach to, cover and be a lien upon such acquired estate, title or interest and same shall thereupon be and become a part of the Mortgaged Property with the same force and effect as if specifically encumbered herein. The Mortgagor agrees to execute all instruments and documents which the Mortgagee may reasonably require to ratify, confirm and further evidence the Mortgagee's lien on the acquired estate, title or interest. Furthermore, the Mortgagor hereby appoints the Mortgagee its true and lawful attorney-in-fact to execute and deliver all such instruments and documents in the name and on behalf of the Mortgagor. This power, being coupled with an interest, shall be irrevocable as long as the Indebtedness remains unpaid.~~

~~(f) If the Lease is cancelled or terminated, and if the Mortgagee or its nominee shall acquire an interest in any new lease of the property demised thereby, the Mortgagor shall have no right, title or interest in or to the new lease or the leasehold estate created by such new lease.~~

~~(g) The Mortgagor shall use its best efforts to obtain and deliver to the Mortgagee within twenty (20) days after written demand by the Mortgagee, an estoppel certificate from the landlord under the Lease setting forth (i) the name of the tenant thereunder, (ii) that the Lease has not been modified or, if it has been modified, the date of each modification (together with copies of each such~~

* Include Section 1.22 if the Mortgage encumbers a leasehold estate.

Delete Section 1.22 if the Mortgage does not encumber a leasehold estate.

From and after the occurrence of
an Event of Default

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~~modifications, (iii) the basic cost payable under the Lease up to the date to which all rental charges have been paid by the tenant under the Lease, and (v) whether there are any alleged defaults of the tenant under the Lease and, if there are, setting forth the nature thereof in reasonable detail~~

~~(b) Notwithstanding anything to the contrary contained herein, this Mortgage shall not constitute an assignment of the Lease within the meaning of any provision thereof prohibiting its assignment and the Mortgagee shall have no liability or obligation thereunder by reason of its acceptance of this Mortgage. The Mortgagee shall be liable for the obligations of the tenant arising under the Lease for any and all period of time which the Mortgagee is in possession of the Premises or has acquired, by foreclosure or otherwise.~~

ARTICLE II Default and Remedies

Section 2.01. Events of Default. The following shall constitute Events of Default under this Mortgage: (a) default when and as the same shall become due and payable in payment of amounts required to be paid hereunder or a default in the payment of principal or interest on the Note whether by maturity or acceleration, which default has continued for a period of ~~ten (10) days~~; or (b) default beyond any applicable grace period in the due observance or performance of any of the terms, covenants or conditions contained herein relating to other than the payment of money; or (c) should any representation made herein or any other document given in connection herewith prove to be untrue in any material respect; or (d) default beyond any applicable grace period under any obligation set forth in the Note other than for the payment of principal or interest; or (e) the further assignment or encumbrance by the Mortgagor of the leases or rents of the Premises or any part thereof without prior written consent of the Mortgagee; or (f) the lease by the Mortgagor of all or part of the Premises for purposes other than the actual occupancy by the lessee; or (g) the failure of the Mortgagor to pay or cause to be paid, before any fine, penalty, interest or cost may be added thereto all franchise taxes and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including, but not limited to, assessments for public improvements or benefits which are assessed, levied, confirmed, imposed or become a lien upon the Mortgaged Property or become payable during the term of the Note or this Mortgage or the Mortgagor enters into any agreement either written or oral, which has the effect of deferring the payment of any taxes or other charges which are or can be assessed, levied, confirmed, imposed or become a lien on the Mortgaged Property or become payable during the term of the Note or this Mortgage; or (h) the conveyance, assignment, sale or attempted sale, or other disposition of the Premises or the further mortgage, pledge or other encumbrance by the Mortgagor of the Mortgaged Property or any part thereof or any interest therein without the prior written consent of the Mortgagee; or (i) if a receiver, liquidator or trustee of the Mortgagor or any Guarantor or of any of its properties, shall be appointed; or (j) if a petition in bankruptcy, an insolvency proceeding or a petition for reorganization shall have been filed against the Mortgagor or any Guarantor and same is not withdrawn, dismissed, cancelled or terminated within sixty (60) days; or (k) if the Mortgagor or any Guarantor is adjudicated bankrupt or insolvent or a petition for reorganization is granted (without regard for any grace period provided for herein); or (l) if there is an attachment or sequestration of any of the property of the Mortgagor or any Guarantor and same is not promptly discharged or bonded; or (m) if the Mortgagor or any Guarantor files or consents to the filing of any petition in bankruptcy or commences or consents to the commencement of any proceeding under the Federal Bankruptcy Act or any other law, now or hereafter in effect, relating to the reorganization of the Mortgagor or such Guarantor or the arrangement or readjustment of the debts of the Mortgagor or such Guarantor; or (n) if the Mortgagor or any Guarantor shall make an assignment for the benefit of its creditors or shall admit in writing the inability to pay its debts generally as they become due or shall consent to the appointment of a receiver, trustee or liquidator of the Mortgagor or such Guarantor or of all or any part of its or his property; or (o) if default shall occur under, or any attempted withdrawal, cancellation or disclaimer of liability under any guaranty which guarantees payment of the Indebtedness or under any agreement giving security for said guaranty shall occur; or (p) if the Mortgagor or any Guarantor shall cause or institute any proceeding for the dissolution or termination of the Mortgagor or such Guarantor; or (q) if the Mortgagor or any Guarantor ceases to do business or terminates its business as presently conducted for any reason whatsoever; or (r) if the Mortgagor or any Guarantor defaults under any other agreement that it has with the Mortgagee; or (s) if a default shall occur under any mortgage which is subordinate to the lien of this Mortgage or the mortgagee under any subordinate mortgage shall commence a foreclosure action in connection with said Mortgage, provided that this provision shall not be deemed to be a waiver of the provisions of Section 1-17 (h) or any other section of this Mortgage or (t) a default shall occur under the Loan Agreement referred to in Section 3.25 hereof.

(b) (5)

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Section 2.02. Remedies. (a) Upon the occurrence of any Event of Default, the Mortgagee may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against the Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee: (1) declare the entire unpaid Indebtedness to be immediately due and payable; or (2) enter into or upon the Premises, either personally or by its agents, nominees or attorneys and dispossess the Mortgagor and its agents and servants therefrom, and thereupon the Mortgagee may (i) use, operate, manage, control, insure, maintain, repair, replace and otherwise deal with all and every part of the Premises and conduct the business thereat; (ii) complete any construction on the Premises in such manner and form as the Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (iv) exercise all rights and powers of the Mortgagor with respect to the Premises, whether in the name of the Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Premises and every part thereof; and (v) apply the receipts from the Premises to the payment of the Indebtedness, after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of the Mortgagee, its counsel, agents and employees; or (3) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels; or (4) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due; or (5) sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of the Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining portion of the Mortgaged Property; or (6) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note; or (7) recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage; or (8) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of the Mortgagor, any Guarantor or of any person, firm or other entity liable for the payment of the Indebtedness; or (9) pursue such other remedies as the Mortgagee may have under applicable law.

(b) The purchase money proceeds or avails of any sale made under or by virtue of this Article II, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article II or otherwise, shall be applied as follows:

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First. To the payment of the costs and expenses of any such sale, including reasonable compensation to the Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest as provided herein on all advances made by the Mortgagee and all taxes or assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

Second. To the payment of the whole amount then due, owing or unpaid upon the Note for principal, together with any and all applicable interest and late charges.

Third. To the payment of any other sums required to be paid by the Mortgagor pursuant to any provision of this Mortgage or of the Note.

Fourth. To the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

The Mortgagee and any receiver of the Mortgaged Property, or any part thereof, shall be liable to account for only those rents, issues and profits actually received by it.

(c) The Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this Article II, the Mortgagee, or an officer or any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Mortgagee is hereby irrevocably appointed the true and lawful attorney of the Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Article II, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Mortgagor.

(e) In the event of any sale made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale) the entire indebtedness, if not previously due and payable, immediately thereupon shall, anything in the Note or in this Mortgage to the contrary notwithstanding, become due and payable.

(f) Upon any sale made under or by virtue of this Article II (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage.

(g) No recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of the Mortgagor shall affect in any manner, or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before.

Section 2.03. Payment of Indebtedness After Default. Upon the occurrence of any Event of Default and the acceleration of the maturity hereof, if, at any time prior to foreclosure sale, the Mortgagor or any other person tenders payment of the amount necessary to satisfy the indebtedness, the same shall constitute an evasion of the payment terms hereof and shall be deemed to be a voluntary prepayment hereunder, in which case such payment must include the premium required under the prepayment provision, if any, contained herein or in the Note, or, if at that time there is no privilege of prepayment, then the payment will include a premium of five (5) percent of the then unpaid indebtedness. This provision shall be of no force or effect if at the time that such tender of payment is made the Mortgagor has the right under this Mortgage or the Note to prepay the indebtedness without penalty or premium.

Section 2.04. Possession of the Premises. Upon the occurrence of any Event of Default hereunder, it is agreed that the then owner of the Premises, if it is the occupant of the Premises or any part thereof, shall immediately surrender possession of the Premises so occupied to the Mortgagee, and if such occupant is permitted to remain in possession, the power of the Mortgagee shall be deemed to be a power of the Mortgagee and, on demand, such occupant shall pay to the Mortgagee monthly, in advance, a reasonable rental for the space so occupied and in default thereof, it may be disposed of by the usual summary proceedings. The covenants herein contained may be enforced by a receiver of the Mortgaged Property or any part thereof. Nothing in this Section 2.04 shall be deemed to be a waiver of the provisions of this Mortgage prohibiting the sale or other disposition of the Premises without the Mortgagee's consent.

Section 2.05. Interest After Default. If any payment due hereunder or under the Note is not paid when due, either as stated or accelerated maturity or pursuant to any of the terms hereof, then and in such event, the Mortgagor shall pay interest thereon from and after the date on which such payment first becomes due at the interest rate provided for in Section 1.11 hereof and such interest shall be due and payable, on demand, at such rate until the entire amount due is paid to the Mortgagee, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclosure this Mortgage. Nothing in this Section 2.05 or in any other provision of this Mortgage shall constitute an extension of the time of payment of the indebtedness.

Section 2.06. Mortgagor's Actions After Default. After the happening of any Event of Default and immediately upon the commencement of any action, suit or other legal proceedings by the Mortgagee to obtain judgment for the indebtedness, or of any other nature in aid of the enforcement of the Note or of this Mortgage, the Mortgagor will (a) waive the issuance and service of process and enter its voluntary appearance in such action, suit or proceeding, and (b) if required by the Mortgagee, consent to the appointment of a receiver or receivers of the Mortgaged Property and of all the earnings, revenues, rents, issues, profits and income thereof.

Section 2.07. Control by Mortgagee After Default. Notwithstanding the appointment of any receiver, liquidator or trustee of the Mortgagor, or of any of its property, or of the Mortgaged Property or any part thereof, the Mortgagee shall be entitled to retain possession and control of all property now and hereafter covered by this Mortgage.

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ARTICLE III Miscellaneous

Section 3.01. Credits Waived. The Mortgagor will not claim nor demand nor be entitled to any credit or credits against the indebtedness for so much of the taxes assessed against the Mortgaged Property or any part thereof as is equal to the tax rate applied to the amount due on this Mortgage or any part thereof, and no deductions shall otherwise be made or claimed from the taxable value of the Mortgaged Property or any part thereof by reason of this Mortgage or the indebtedness.

Section 3.02. No Release. The Mortgagor agrees, that in the event the Mortgaged Property is sold and the Mortgagee enters into any agreement with the then owner of the Mortgaged Property extending the time of payment of the indebtedness, or otherwise modifying the terms hereof, the Mortgagor shall continue to be liable to pay the indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by the Mortgagee.

Section 3.03. Notices. All notices hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when delivered in person or sent by certified mail, return receipt requested, to any party hereto at its address above stated (in the case of the Mortgagee, to the attention of Manager—Real Estate Financing) or at such other address of which it shall have notified the party giving such notice in writing as aforesaid, and shall be effective upon receipt as set forth in the Loan Agreement.

Section 3.04. Binding Obligations. The provisions and covenants of this Mortgage shall run with the land, shall be binding upon the Mortgagor, and shall inure to the benefit of the Mortgagee, subsequent holders of this Mortgage and their respective successors and assigns. For the purpose of this Mortgage, the term "Mortgagor" shall mean the Mortgagor named herein, any subsequent owner of the Mortgaged Property, and their respective heirs, executors, legal representatives, successors and assigns. If there is more than one Mortgagor, all their undertakings hereunder shall be deemed joint and several.

Section 3.05. Captions. The captions of the Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 3.06. Further Assurances. The Mortgagor shall do, execute, acknowledge and deliver, at the sole cost and expense of the Mortgagor, all and every such further acts, deeds, conveyances, mortgages, assignments, estoppel certificates, notices of assignment, transfers and assurances as the Mortgagee may reasonably require from time to time in order to better assure, convey, assign, transfer and confirm unto the Mortgagee, the rights now or hereafter intended to be granted to the Mortgagee under this Mortgage, any other instrument executed in connection with this Mortgage or any other instrument under which the Mortgagor may be or may hereafter become bound to convey, mortgage or assign to the Mortgagee for carrying out the intention of facilitating the performance of the terms of this Mortgage. The Mortgagor hereby appoints the Mortgagee its attorney-in-fact to execute, acknowledge and deliver for and in the name of the Mortgagor any and all of the instruments mentioned in this Section 3.06 and this power, being coupled with an interest, shall be irrevocable so long as any part of the indebtedness remains unpaid.

Section 3.07. Severability. Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

Section 3.08. General Conditions. (a) All covenants hereof shall be construed as affording to the Mortgagee rights additional to and not exclusive of the rights conferred under the provisions of Sections 154, 171, 173 of the Real Property Law of the State of New York if the Premises are located in the State of New York or any other applicable law of any other state.

(b) This Mortgage cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the modification, alteration, amendment or discharge is sought.

(c) No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or any acquiescence therein. Acceptance of any payment after the occurrence of an Event of Default shall not be deemed to waive or cure such Event of Default, and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by the Mortgagee. Nothing in this Mortgage or in the Note shall affect the obligation of the Mortgagor to pay the indebtedness in the manner and at the time and place therein respectively expressed.

(d) No waiver by the Mortgagee will be effective unless it is in writing and then only to the extent specifically stated. Without limiting the generality of the foregoing, any payment made by the Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals or any other charges affecting the Mortgaged Property, shall not constitute a waiver of the Mortgagor's default in making such payments and shall not obligate the Mortgagee to make any further payments.

(e) The Mortgagee shall have the right to appear in and defend any action or proceeding, in the name and on behalf of the Mortgagor which the Mortgagee, in its discretion, feels may adversely affect the Mortgaged Property or this Mortgage. The Mortgagee shall also have the right to institute any action or proceeding which the Mortgagee, in its discretion, feels should be brought to protect its interest in the Mortgaged Property or its rights hereunder. All costs and expenses incurred by the Mortgagee in connection with such actions or proceedings, including, without limitation, reasonable attorneys' fees and appellate attorneys' fees, shall be paid by the Mortgagor, on demand.

(f) In the event of the passage after the date of this Mortgage of any law of any governmental authority having jurisdiction, deducting from the value of land for the purpose of taxation, affecting any lien thereon or changing in any way the laws of the taxation or mortgages or debts secured by mortgages for federal, state or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgagor shall promptly pay to the Mortgagee, on demand, all taxes, costs and charges for which the Mortgagee is or may be liable as a result thereof, provided said payment shall not be prohibited by law or render the Note usurious, in which event the Mortgagee may declare the indebtedness to be immediately due and payable.

(g) The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact in connection with the personal property and fixtures covered by this Mortgage, where permitted by law, to file on its behalf any financing statements or other statements in connection therewith with the appropriate public office signed only by the Mortgagee, as secured party. This power, being coupled with an interest, shall be irrevocable so long as any part of the indebtedness remains unpaid.

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(h) The information set forth in the cover hereof is hereby incorporated herein.

(i) The Mortgagor acknowledges that it has received a true copy of this Mortgage.

(j) For the purposes of this Mortgage, all defined terms contained herein shall be construed, whenever the context of this Mortgage so requires, so that the singular shall be construed as the plural and so that the masculine shall be construed as the feminine.

Section 3.09. Promotional Material. The Mortgagor authorizes the Mortgagee to issue press releases, advertisements and other promotional materials in connection with the Mortgagee's own business promotional and marketing activities, describing the loan referred to in this Mortgage and the matters giving rise to such loan, subject to the terms of the Loan Agreement.

Section 3.10. Legal Construction. The enforcement of this Mortgage shall be governed, construed and interpreted by the laws of the State of Illinois. Nothing in this Mortgage, the Note or in any other agreement between the Mortgagor and the Mortgagee shall require the Mortgagor to pay, or the Mortgagee to accept, interest in an amount which would subject the Mortgagee to any penalty under applicable law. In the event that the payment of any interest due hereunder or under the Note or any such other agreement would subject the Mortgagee to any penalty under applicable law, then *ipso facto* the obligations of the Mortgagor to make such payment shall be reduced to the highest rate authorized under applicable law.

Section 3.11. Additional Covenants. In the event that Mortgagee shall advance any sums to cure a default of the Mortgagor hereunder, the amount of such advance shall bear interest at the Post Default Rate and shall be due and payable by the Mortgagor within five (5) days after notice from the Mortgagee and shall be deemed an additional indebtedness secured hereby.

Section 3.12. Indemnification. Mortgagor hereby indemnifies and holds harmless Mortgagee against, and agrees to pay on demand, any brokerage commission or finder's fee claimed by any broker or other party in connection with the loan transaction contemplated by this Mortgage and the Note retained or alleged to have been retained by or on behalf of Mortgagor.

Section 3.13. Additional Remedies. Without limiting the provisions of Article II hereof but in addition thereto and in amplification thereof, it is agreed as follows:

(a) When the Indebtedness, or any part thereof, shall become due, whether by acceleration or otherwise, and shall not be paid, the Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit or proceeding to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale, all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of a decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title, as the Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this subsection mentioned, and such expenses and fees as may be incurred in the protection of said Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by the Mortgagee in any litigation or proceedings affecting this Mortgage, the Note or the Mortgaged Property, including probate and bankruptcy proceedings, or in the preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by the Mortgagor, with accrued interest thereon at the Post Default Rate.

(b) Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Property. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of the Mortgagor at the time of application for such receiver, and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not; and the Mortgagee

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hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Mortgaged Property in his hands in payment in whole or in part of:

(i) The Indebtedness, or the indebtedness secured by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or

(ii) The deficiency in case of a sale and deficiency.

Section 3.14. Waiver. The Mortgagor hereby expressly waives any and all rights of redemption under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest or title to the Mortgaged Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of the Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of applicable law.

Section 3.15. Environmental Matters. The Mortgagor has executed and delivered to Mortgagee a separate Hazardous Substances Indemnity Agreement, the terms, conditions and provisions of which are incorporated herein by reference as fully and with the same effect as if recited herein at length. A default under said agreement and the passage of any applicable grace period shall constitute an immediate Event of Default hereunder without additional notice or period of grace.

Section 3.16. Not Joint Venture or Partnership. The Mortgagor and the Mortgagee intend that the relationship created hereunder, under the Note and all other Loan Documents be solely that of mortgagor and mortgagee or borrower and lender, as the case may be. Nothing herein is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship between the Mortgagor and the Mortgagee, nor to grant the Mortgagee any interest in the Mortgaged Property other than that of mortgagee or lender; it being the intent of the parties hereto that Mortgagee shall not share in any losses whatsoever generated by the Mortgaged Property and that Mortgagee shall have no control over the day-to-day management and operation of the Mortgaged Property. Accordingly, Mortgagor hereby indemnifies and holds harmless Mortgagee for any claim, loss, liability, damage, cost or expense (including reasonable attorneys' fees through all appellate proceedings) to Mortgagee arising out of any claim, suit or allegation that the transactions contemplated by the Note and this Mortgage or otherwise establish a joint venture, tenancy-in-common, or partnership arrangement between Mortgagee and Mortgagor, and arising out of a claim, assertion or litigation directly or indirectly brought by or on behalf of Borrower, its partners or their partners.

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Section 3.17. Leases. Except as expressly permitted in the Loan Agreement, all leases and rental arrangements with tenants of the Mortgaged Property from time to time shall be subject to Mortgagee's approval as to form and content and, once approved, such form and content shall not be modified without Mortgagee's prior written approval. Prior to submitting the proposed lease to Mortgagee, the Mortgagor shall have conducted usual and customary inquiries as to such tenant's creditworthiness and shall be satisfied with respect thereto. No approval by Mortgagee shall be deemed to constitute a subordination of the lien of this Mortgage to any lease. At a commercially reasonable time, considering usual and customary factors including, but not limited to, the requirements for necessary cash flow from the Mortgaged Property, Mortgagee agrees to cooperate with Mortgagor so as to approve a program of leasing forms, terms and conditions which are mutually acceptable to Mortgagor and Mortgagee. Except as expressly permitted in the Loan Agreement, Mortgagor shall not modify or amend any lease, nor shall it cancel or terminate any lease (other than upon the default of the tenant).

Section 3.18. Management Contracts. Mortgagor agrees that it shall not enter into any agreement for the management and/or operation of the Mortgaged Property without Mortgagee's prior written consent, which consent shall not be unreasonably withheld and, once so approved, said agreement shall not be modified without Mortgagee's further consent.

Section 3.19. After-Acquired Property. All right, title, and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes, and replacements of, and all additions and appurtenances to the Mortgaged Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled, or placed by Mortgagor on the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement, or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment, or other act by Mortgagor, shall 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 clause hereof, but at any and all times Mortgagor will execute and deliver to Mortgagee any and all such further assurance, mortgages, conveyances, or assignments thereof as Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

Section 3.20. Prepayment. The Mortgagor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) in accordance with the terms and conditions set forth in the Note and Loan Agreement, but not otherwise.

Section 3.21. Additional Notices. Additional copies of all notices shall be delivered or sent by United States certified or registered mail, postage prepaid:

Notices to Mortgagee:

Rosenthal and Schanfield
55 East Monroe
46th Floor
Chicago, Illinois 60603

Attention: Lester Rosen

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and to

General Electric Capital Corporation
260 Long Ridge Road
Stamford, Connecticut 06902
Attention: CRE Legal Operations - 6035

Notices to Mortgagor:

Coffield Ungaretti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: James B. Smith

Section 3.22. Contest of Liens. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any real estate taxes and assessments imposed or assessed upon the Premises or which may be or become a lien thereon, any mechanics' materialmen's or other liens or claims for lien upon the Premises and any governmental laws, regulations or ordinances affecting the operations or use of the Premises (all herein called "Contested Matters"), and no Contested Matter shall constitute an Event of Default hereunder, if, but only if:

(a) Mortgagor shall forthwith give notice of any Contested Matter to Mortgagee at the time the same shall be asserted;

(b) Mortgagor shall deposit with Mortgagee the full amount (herein called the "Lien Amount") of such Contested Matter or which may be secured thereby, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

(c) Mortgagor shall diligently prosecute the contest of any Contested Matter by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred by Mortgagee in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Indebtedness Hereby Secured bearing interest at the Default Rate until paid, and payable upon demand);

(d) Mortgagor shall pay such Contested Matter and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Matter shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Matters and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and any amount expended by Mortgagee in so doing shall be so much additional Indebtedness Hereby Secured bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may

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in such case use and apply for the purpose monies deposited as provided in Subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

Section 3.23. Non-Monetary Default. Mortgagor shall have a thirty (30) day period of grace after notice to cure any default hereunder for which no other grace period is specifically provided herein; provided, however, that: (a) if such default is not susceptible of cure within such thirty (30) day period, such thirty (30) day period shall be extended to a ninety (90) day period, but only if (i) Mortgagor shall commence such cure within such thirty (30) day period and shall thereafter prosecute such cure to completion, diligently and without delay, and (ii) no other Event of Default shall have occurred; and (b) the grace period provided in this Section 3.30 shall in no event apply to any default relating to (i) payment of taxes, (ii) insuring the Premises as required herein, (iii) the payment of money, and/or (iv) any other Event of Default for which this Mortgage specifically provides that no period of grace shall be applicable

Section 3.24. Loan Agreement. The Mortgagor has executed and delivered to and with the Mortgagee a Loan Agreement (herein called "Loan Agreement") dated as of the date hereof governing the disbursement of all or part of the Indebtedness:

(a) The Loan Agreement is hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length and in the event of any conflict between the terms of this Mortgage and the Loan Agreement, the Loan Agreement shall be controlling and without limiting the generality of the foregoing, all of the provisions of Section 4.4 and Article VI of the Loan Agreement are incorporated herein as covenants of Mortgagor;

(b) This Mortgage secures all funds advanced pursuant to the Loan Agreement (which advances shall constitute part of the Indebtedness, whether more or less than the principal amount stated in the Note) and the due and punctual performance, observance and payment of all of the terms, conditions, provisions and agreements provided in the Loan Agreement to be performed, observed or paid by any party thereto other than Mortgagee;

(c) It is agreed that the Mortgaged Property is one or more of the Encumbered Properties described in the Loan Agreement; and the lien hereof may be released upon the making of such payments and upon the terms set forth in the Loan Agreement; and

(d) The loan secured hereby is a revolving loan, and may be repaid and redisbursed in accordance with the terms of the Loan Agreement.

Section 3.25. Maximum Indebtedness. The maximum amount secured by this Mortgage is One Hundred Million Dollars (\$100,000,000.00).

Section 3.26. Limitation of Liability. The provisions of Sections 9.5 and 9.6 of the Loan Agreement are hereby incorporated herein and made a part hereof as if restated in full and shall continue to bind and benefit Mortgagee and Mortgagor, so long as the Indebtedness or any portion thereof, shall be outstanding notwithstanding any modification or termination of the Loan Agreement or any provision of the Loan Agreement.

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

CENTERPOINT PROPERTIES CORPORATION, a
Maryland corporation

Attest:

By: [Signature]
Name: Ann S. Fisher
Title: CEO

[Signature]
Name: Paul J. [unclear]
Title: [unclear]

Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

PROMISSORY NOTE

\$36,700,000.00

June 15, 1994

1. Agreement to Pay. FOR VALUE RECEIVED, CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation ("Borrower"), having an office at 401 North Michigan Avenue, Chicago, Illinois 60611, promises to pay to the order of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GECC"), having an office at 260 Long Ridge Road, Stamford, Connecticut 06902, Attention: CRE Legal Operations - 6035, or any subsequent holder of this Note, the principal sum of Thirty-Six Million Seven Hundred Thousand Dollars (\$36,700,000), or so much thereof as may be advanced and outstanding from time to time, with interest on the unpaid balance of such amounts from the date of such advance at the rates of interest specified herein; provided that proceeds of this Note shall be disbursed pursuant to the terms of the Loan Agreement hereinafter referred to.

2. Certain Defined Terms. In addition to the terms defined elsewhere in this Note, as used herein the following terms shall have the following meanings:

"Advance" shall mean any advance made by GECC of proceeds of the Loan, pursuant to this Note or the Loan Agreement.

"Availability Date" shall mean June __, 1994.

"Base Interest" as such term is defined in Section 4(a) hereof.

"Business Day" shall mean any day which is both a New York Business day and (if required by GECC) a London Business Day.

"Collateral" shall have the meaning defined in the Loan Agreement.

"Contract Index Rate" (sometimes referred to as the "Base Interest Rate") shall mean the annual rate of interest which is Three and One-Quarter Percent (3.250%) in excess of the LIBOR Rate, subject to reduction to Three Percent (3.00%) in excess of the LIBOR Rate during the Second and Third Loan Years (as defined in the Loan Agreement) subject to and upon satisfaction of the conditions relating to such reduction, as set forth in the Loan Agreement.

"Due Date" as such term is defined in Section 4(b) hereof.

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"GECC Mortgages" shall mean the mortgages, deeds of trust or like encumbrances upon Approved Properties (as defined in the Loan Agreement) given to secure the Loan, as provided for in the Loan Agreement.

"LIBOR Rate" with respect to any month during which any principal amount of the Loan shall be outstanding shall mean the average of the four rates reported from time to time by Telerate News Service (or such other number of rates as such service may from time to time report) at which foreign branches of major United States banks offer United States dollar deposits to other banks for a 30-day period in the London interbank market at approximately 11:00 A.M., London time, on the second full London Business Day preceding the first day of each month with respect to which interest is payable upon the Loan (unless such date is not a New York Business Day, in which event the next succeeding New York Business Day which is also a London Business Day will be used); provided that if such interest rates shall cease to be available from Telerate News Service, the LIBOR Rate shall be determined from such financial reporting service as GECC, in its reasonable discretion, shall determine.

"Loan" shall mean the loan contemplated by the Loan Agreement, including without limitation, all principal, interest and other sums evidenced hereby and/or which shall become due and payable hereunder, under the Loan Agreement and/or under any other Loan Document.

"Loan Agreement" shall mean the Loan Agreement of even date herewith entered into between Borrower and GECC governing the Loan and pursuant to which the Loan shall be disbursed.

"Loan Documents" shall mean this Note, any Alternate Notes and/or Ancillary Notes issued under and pursuant to the Loan Agreement, the GECC Mortgages, the Loan Agreement, and all other documents, agreements and instruments evidencing, securing, guaranteeing or in any way relating to the Loan, together with all amendments thereto which may hereafter exist.

"London Business Day" shall mean any day on which banks in the City of London are generally open for interbank or foreign exchange transactions.

"Maturity Date" shall mean the earliest to occur of (i) the Scheduled Maturity Date, or (ii) the date to which GECC accelerates the payment of the Loan pursuant to the provi-

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sions of the Loan Agreement, this Note or any other Loan Document.

"Maximum Amount" as such term is defined in Section 15 hereof.

"New York Business Day" shall mean any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of New York.

"Note" shall mean this Promissory Note, together with all amendments hereto and thereto in effect from time to time.

"Post-Default Rate" shall mean the Contract Index Rate plus Four Percent (4%), each change in the Post-Default Rate resulting from a change in the Contract Index Rate for such period to be effective and calculated in accordance with the terms hereof respecting the definition of the Libor Rate; provided, however, in no event shall the Post-Default Rate exceed the highest rate permitted by applicable law.

"Premises" or "Property" shall have the meaning assigned in the GFCO Mortgages to the term "Mortgaged Property" and shall include all property encumbered as security for the Loan or as defined in the Loan Agreement as "Encumbered Property" and/or "Collateral."

"Principal Sum" shall mean the entire outstanding principal balance of this Note as of the date upon which such calculation or determination shall be made.

"Scheduled Maturity Date" shall mean the date which is two years after the Availability Date, as the same may be extended in accordance with the provisions of the Loan Agreement but the Scheduled Maturity Date shall in no event be later than three years after the Availability Date.

Other terms defined in the Loan Agreement and not otherwise defined herein shall have the meanings defined in the Loan Agreement.

3. Computation of Interest. Subject to the terms and conditions hereof, interest on the amounts advanced hereunder outstanding from time to time, shall be computed at the Contract Index Rate or, if applicable, the Post-Default Rate, from and after the date of each Advance and continuing during any periods during which any Principal Sum shall remain outstanding.

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4. Payment and Calculation of Interest and Payment of Principal Balance:

(a) Base Interest. Borrower shall pay to GECC monthly in arrears commencing on the first day of the month immediately following the initial Advance (and if any Advance is made after any repayment in full of this Note, commencing on the first day of the month immediately following such Advance) and on the first day of each and every calendar month thereafter (such date for any particular month being hereinafter referred to as the "Due Date") through and including the day on which this Note is paid in full, interest at the Contract Index Rate accrued for the preceding month on the Principal Sum outstanding from time to time during such preceding month. The interest payable in accordance with this Section 4(a) is herein called the "Base Interest".

(b) Maturity. The entire Principal Sum together with all accrued but unpaid interest thereon, including Base Interest, and also together with any and all unpaid late charges and interest due at the applicable Post-Default Rate, and all amounts required to be paid pursuant to the Loan Agreement and other Loan Documents, shall be due and payable to GECC on the Maturity Date, whether occurring by lapse of time or acceleration.

5. Survival of Payment of Obligations. The obligations respecting repayment in full of the Loan shall be secured by the GECC Mortgages and the other Loan Documents. Except as otherwise provided for in the Loan Agreement, GECC shall be under no obligation to satisfy or otherwise release any GECC Mortgage or the other recorded Loan Documents until (a) the payment in full of the Principal Sum, Base Interest and all other amounts payable to GECC under this Note, the Loan Agreement and the other Loan Documents, and (b) the termination of any obligation on the part of GECC to make any further Advances.

6. Payments and Computations. All payments on account of the Loan or this Note shall be made not later than noon (New York time) on the day when due in lawful money of the United States in same day or other immediately available funds. All payments under this Note are payable at GECC's office at 260 Long Ridge Road, Post Office Box 8308, Stamford, Connecticut 06904-8308, or at such other place as GECC shall notify the Borrower in writing. All computations of interest on a day-to-day basis shall be made by GECC on the basis of a year of three hundred sixty (360) days for the actual number of days elapsed in the period for which such interest is payable (i.e., interest for

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each day any Principal Sum is outstanding shall be computed at the annual interest rate divided by three hundred sixty (360)).

7. Prepayment. This Note may be paid in whole at any time and in part from time to time, without premium or penalty. Amounts prepaid shall be subject to redisbursement during the Facility Period (as defined in the Loan Agreement) in accordance with the provisions and conditions set forth in the Loan Agreement. Prepayments may entitle Borrower to releases of Collateral in accordance with, and upon compliance with the provisions set forth in, the Loan Agreement, but not otherwise.

8. Application of Payments:

(a) All payments received by GECC under this Note shall be applied by GECC as follows: first, to the payment of fees and other charges then due or payable under the applicable provisions of the Loan Agreement, this Note and the other Loan Documents; second, to the payment of any delinquency, Post-Default Rate interest or "late" charges, if any; third, to accrued and unpaid Base Interest; and finally, to the reduction of the principal balance of the Loan as set forth in the Loan Agreement;

(b) Notwithstanding anything to the contrary herein contained, in the event that there shall have occurred an Event of Default under the Loan Agreement, this Note or any other Loan Document, GECC, in its discretion, may apply any payment under this Note upon the Loan (including but not limited to all fees, expenses and other amounts provided to be paid by Borrower pursuant to the Loan Agreement and other Loan Documents) in such order and manner as GECC may deem appropriate.

9. Late Payment. In the event Borrower fails to make any payment due under this Note within five (5) days after the same shall become due, whether by acceleration, notification of prepayment or otherwise, then in addition to its rights set forth in Section 10 hereof, GECC may at its option impose a late charge on Borrower, payable upon demand, equal to the greater of:

(a) The amount resulting from applying an interest rate equal to the applicable Post-Default Rate to the unpaid payment, computed from the date such payment was due and payable to the date of receipt of such payment by GECC in good and immediately available funds; or

(b) An amount equal to Four Percent (4%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to GECC;

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provided, however, that if any such delinquency charge under Subsections (a) or (b) of this Section 9 is not recognized as liquidated damages for such delinquency (as is contemplated by Borrower and GECC), and is deemed to be interest in excess of the Maximum Amount, the amount actually collected by GECC in excess of such lawful amount shall be applied in accordance with the provisions of Section 16 hereof.

10. Acceleration of Indebtedness. In the event Borrower fails to pay any installment of principal and/or interest, including, without limitation, Base Interest, on this Note, within five (5) days of the due date thereof (which five (5) day period shall be concurrent with and not in addition to any grace period provided for in any other Loan Document), or upon the happening of any "Event of Default" as defined in the Loan Agreement or in any other Loan Document, then and in any such event, the Principal Sum and all interest accrued thereon and all charges and fees which are part of the Loan and any other sums advanced by GECC under this Note and the other Loan Documents shall, at the option of GECC, and without notice, demand or presentment for payment to Borrower or any other Person, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity, anything herein or in the other Loan Documents to the contrary notwithstanding, all without any relief whatever from any valuation or appraisal laws, and payment thereof may be enforced and recovered in whole or in part at any time by one or more of the remedies provided to GECC in this Note, in the Loan Agreement and in any of the other Loan Documents, or by enforcement of such other rights and remedies which GECC may have at law, in equity or otherwise. Interest shall accrue at the Post-Default Rate on the Principal Sum from the date of any Event of Default hereunder (so long as such Event of Default shall continue), regardless of whether or not there shall have been an acceleration of the payment of the Principal Sum as set forth herein.

11. Collateral Security. The payment of this Note is and is to be secured by the GECC Mortgages and other Loan Documents.

12. Expenses and Costs of Collection:

(a) Borrower shall pay for all costs and expenses (including without limitation, documentary taxes, intangible taxes, mortgage taxes, recording charges, title insurance premiums and reasonable attorneys' fees and disbursements) incurred by Borrower and GECC in connection with the preparation, modification, consolidation and recordation of this Note, the Loan Agreement and the other Loan Documents, and shall pay any additional principal advanced under the Loan

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Documents in excess of the stated principal amount of this Note; and

(b) Borrower shall also pay all costs and expenses of collection incurred by GECC, in addition to principal, interest and late or delinquency charges (including, without limitation, court costs and reasonable attorneys' fees and disbursements through and including any appellate proceedings and any special proceedings) and including all costs and expenses incurred in connection with the pursuit by GECC of any of its rights or remedies referred to herein or the protection of or realization of collateral or in connection with any of GECC's collection efforts, whether or not legal proceedings are instituted on this Note, on the Loan Agreement or any of the other Loan Documents or if any foreclosure proceeding is filed; and all such costs and expenses shall be payable on demand and also shall be secured by the GECC Mortgages and all other collateral at any time held by GECC as security for Borrower's obligations to GECC, and shall bear interest at the Post-Default Rate from the date advanced by GECC to the date paid.

13. No Waiver or Oral Modification. No failure on the part of GECC to exercise any right or remedy hereunder, whether before or after the happening of a default, shall constitute a waiver of such default, any future default or of any other default. No failure to accelerate the indebtedness evidenced hereby by reason of default hereunder, no acceptance of a past due installment, indulgence granted from time to time shall be construed to be a waiver of the right to insist upon prompt payment or to impose late or delinquency charges thereafter or to impose such charges retroactively, nor shall it be deemed to be a novation by GECC of this Note or any other Loan Document or as a reinstatement by GECC of the indebtedness evidenced hereby or as a waiver of such right of acceleration or any other right, nor be construed so as to preclude the exercise of any right which GECC may have, whether by the laws of the State governing this Note, by agreement or otherwise; and Borrower and each endorser hereby expressly waives the benefit of any statute or rule of law or equity which would produce a result contrary to, or in conflict with, the foregoing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom such agreement is sought to be enforced.

14. Waiver of Certain Notices. To the fullest extent permitted under applicable law, Borrower, for itself and its successors and assigns, and each endorser, if any, of this Note, for its heirs, successors and assigns, hereby waives presentment, protest, notice of protest, demand, diligence, notice of dishonor and of nonpayment, and waives and renounces all rights to the

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benefits of any moratorium, appraisement, exemption and homestead now provided or which may hereafter be provided by any federal or state statute, including, but not limited to, exemptions provided by or allowed under any federal or state bankruptcy or insolvency laws, both as to itself and as to all of its property, whether real or personal, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals and modifications hereof.

15. Interest Not To Exceed Maximum Permitted By Law.

It is the intention of the parties to conform strictly to the usury and other laws relating to interest from time to time in force and all agreements between Borrower and GECC (including but not limited to this Note, the Loan Agreement, the GECC Mortgages and other Loan Documents), whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agreed to be paid to GECC, or collected by GECC for the use, forbearance or detention of the money to be loaned hereunder, under the Loan Agreement or otherwise, or for the payment or performance of any covenant or obligation contained herein, in the Loan Agreement, in the GECC Mortgages or in any other Loan Documents or in any other security agreement given to secure the indebtedness of Borrower to GECC, or in any other document evidencing, securing or pertaining to the indebtedness evidenced hereby, exceed the maximum amount permissible under applicable usury or such other laws (the "Maximum Amount"). If under any circumstances whatsoever fulfillment of any provision hereof or of the Loan Agreement or any of the other Loan Documents or other instrument, at the time performance of such provision shall be due, shall result in exceeding the Maximum Amount, then ipso facto, the obligation to be fulfilled shall be reduced to the Maximum Amount. For the purposes of calculating the actual amount of interest paid and/or payable hereunder, in respect of laws pertaining to usury or such other laws, all sums paid or agreed to be paid to the holder hereof for the use, forbearance or detention of the indebtedness of Borrower evidenced hereby, outstanding from time to time shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread from the date of disbursement of the proceeds of this Note until payment in full of all of such indebtedness, so that the actual rate of interest on account of such indebtedness is uniform through the term hereof. The terms and provisions of this Section 15 and Section 16 hereof shall control and supersede every other provision of all agreements between Borrower or any endorser and GECC.

16. Payment in Excess of Maximum Amount. If under any circumstances GECC shall ever receive an amount deemed interest by applicable law, which would exceed the Maximum Amount, such

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amount that would be excessive interest under applicable usury laws or such other laws shall be deemed a payment in reduction of the Principal Sum and shall be so applied or shall be applied to the principal amount of other indebtedness advanced pursuant to the Loan Agreement and/or secured by the GECC Mortgages and not the payment of interest; or if such excessive interest exceeds the Principal Sum, and any other indebtedness of Borrower in favor of GECC, the excess shall be deemed to have been a payment made by mistake and shall be refunded to Borrower or to any other person making such payment on Borrower's behalf.

17. Governing Law and Consent to Jurisdiction. Borrower and GECC agree that the Loan Agreement and this Note have been negotiated in and delivered in the State of Illinois and that in all respects, including all matters of construction and performance, the obligations arising under this Note shall be governed by and construed in accordance with the laws of the State of Illinois. Borrower does hereby irrevocably and unconditionally submit to the personal jurisdiction of the courts of the State of Illinois and does further irrevocably and unconditionally stipulate and agree that the Federal Courts in the State of Illinois (in addition to any jurisdiction of courts of which GECC may elect to avail itself) shall have jurisdiction to hear and finally determine any dispute, claim, controversy or action arising out of or connected (directly or indirectly) with the Loan and the Loan Documents. Borrower does hereby agree that final judgments in any action or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law. Nothing in this Note shall affect the right of GECC to bring an action or proceeding against the undersigned or its property in the courts of any other jurisdiction. To the extent that Borrower has or hereafter may acquire any immunity from jurisdiction of any court from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise), with respect to the Borrower's property, Borrower hereby unconditionally and irrevocably waives such immunity in respect of its obligations under the Loan and the Loan Documents. The foregoing consent, in advance, to the jurisdiction of the above-mentioned courts is a material inducement for GECC to make the Loan. In the event such litigation is commenced, Borrower agrees that service of process may be made and personal jurisdiction over Borrower obtained, by service of a copy of the summons upon Borrower's appointed Agent for Service of Process in the State of Illinois, which Agent Borrower hereby designates to be:

Coffield Ungaretti & Harris
Three First National Plaza
Chicago, Illinois 60602

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Borrower may designate a substitute Agent for the service of process having an office in the City of Chicago, Illinois or may change the address to which said copies shall be sent, by notice to GECC at the place and in the manner provided in the Loan Agreement for notices to GECC.

18. No Joint Venture; Indemnity. Borrower and GECC intend that the relationship created under this Note, the Loan Agreement and all other Loan Documents be solely that of debtor and creditor or mortgagor and mortgagee, as the case may be. Nothing herein or in the Loan Agreement or any other Loan Document is intended to create a joint venture, partnership, tenancy-in-common, or joint tenancy relationship among Borrower and GECC, nor to grant GECC any interest in any Property, other than that of creditor or mortgagee, it being the intent of the parties hereto that GECC shall have no liability whatsoever for any losses generated by or incurred with respect to any Property nor shall GECC have any control over the day to day management or operations of any Property. The terms and provisions of this Section shall control and supersede over every other provision and all other agreements between Borrower and GECC. Borrower hereby agrees to indemnify and hold GECC harmless and defend GECC against any loss or liability, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) and all claims, actions, procedures and suits arising out of or in connection with any construction of the relationship of Borrower and GECC as that of joint venturers, partners, tenants in common, joint tenants or any relationship other than that of debtor and creditor, or any assertion that such a construction should be made, and arising out of a claim, assertion or litigation directly or indirectly brought by, or on behalf of Borrower or its partners. The foregoing indemnity shall survive the repayment of this Note, termination of the Loan Agreement and GECC's obligations thereunder, and the satisfaction of the GECC Mortgages, shall continue so long as any liability for which the indemnity is given may exist or arise, and shall not be subject to the limiting and exculpatory provisions of Section 36 hereof.

19. Time of Essence. Time is of the essence of this Note and of each provision in which time is an element.

20. Waiver of Jury Trial. BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, THE LOAN AGREEMENT OR ANY OTHER LOAN DOCUMENT CONTEMPLATED TO BE EXECUTED BY THE LOAN AGREEMENT AND/OR IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF

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EITHER PARTY; THIS WAIVER BEING A MATERIAL INDUCEMENT FOR GECC TO ACCEPT THIS NOTE.

21. Date of Performance. If the date for the performance of any term, provision or condition (monetary or otherwise) under this Note or the Loan Agreement shall happen to fall on a day which is not a Business Day, the date for the performance of such term, provision or condition shall, at the option of Borrower or GECC, be extended to the next succeeding Business Day immediately thereafter occurring, with interest on the Principal Sum at the Base Interest Rate to such next succeeding Business Day if such term, provision or condition shall result in the extension of any monetary payment due to GECC.

22. Effect of Disbursement of Monies. Base Interest on Advances under this Note shall commence to accrue as of the date of disbursal or wire transfer by GECC, notwithstanding whether Borrower shall receive the benefit of such monies as of such date and even if such monies are held in escrow pursuant to the terms of any escrow arrangement or agreement. If so requested by Borrower in writing, all Advances under this Note which are made to Borrower (and not to GECC or directly to any third (3rd) party) shall be made by wire transfer pursuant to such written wire transfer instructions as may be provided by Borrower to GECC, for which instructions Borrower shall have sole responsibility. When monies are disbursed by wire transfer, then such monies shall be considered advanced at the time of the transmission of the wire, rather than the time of receipt thereof by the receiving bank. With regard to the repayment of the Loan, Base Interest shall continue to accrue on any amount repaid until such time as the repayment has been received and cleared by GECC. Any payment which is made by wire transfer or other immediately available funds and which is actually received by GECC prior to 2:00 p.m. shall be deemed to have been received and cleared by GECC on the date of receipt.

23. Binding upon Successors and Assigns. The provisions of this Note shall bind Borrower and its successors and assigns and shall inure to the benefit of GECC and its successors and assigns; provided, however, that nothing herein shall be construed as permitting Borrower to take any action in violation of the Loan Agreement, any GECC Mortgages or any other Loan Document.

24. Disclaimer. The Loan Documents are intended solely for the benefit of Borrower and GECC, and no third party shall have any rights or interest in any provision of the Loan Documents or as a result of any action or inaction of GECC in connection therewith. Without limiting the generality of the

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foregoing, any and all obligations to make Advances are imposed solely and exclusively for the benefit of Borrower and no other person (including, but not limited to, Borrower's successors, assigns or successors in title to any Property, any creditor of Borrower or any representative of Borrower) shall have standing to require satisfaction and compliance with such obligations. Any actions taken by GECC or any representative of GECC (to review plans and specifications, to inspect Property or otherwise in accordance with the Loan Agreement and other Loan Documents) are solely for GECC's protection, and neither the Borrower nor any other person shall be entitled to rely upon any such action.

25. Participations. At no cost to Borrower, GECC may sell participations in the Loan, or the entire Loan, and the Borrower authorizes GECC to disclose to any purchaser or prospective purchaser of all or any interest in the Loan any financial or other information pertaining to the Borrower or any Property securing the Loan. In that regard, the following provisions shall be applicable:

(a) Subject to the rights of tenants, GECC shall have the right from time to time to inspect and to permit its designees (including appraisers contemplated in subsection (c) below and persons to whom GECC proposes to sell and assign this Note or any part thereof or participation therein) to inspect each Property securing the Loan at all reasonable times and upon reasonable notice;

(b) GECC shall have the right to conduct audits as provided for in the Loan Agreement, and to disclose the results thereof to appraisers and persons to whom GECC proposes to sell and assign this Note or any part thereof or participation therein; and

(c) GECC may, at its own expense, obtain appraisals of each Property securing the Loan, and Borrower will cooperate in connection therewith.

26. Prior Agreements. The Loan Agreement, this Note and the other Loan Documents supersede and cancel all prior loan applications, commitments, agreements and understandings, whether oral or written, with respect to the Loan, and all prior agreements and understandings are merged into the Loan Documents.

27. Survival of Note. Notwithstanding anything contained in or inferable from the Loan Agreement, this Note or any other Loan Documents, the terms and provisions of the Loan Agreement and this Note shall survive the repayment of outstanding balances of the Loan, and the release of the lien of the GECC

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Mortgages or any other collateral granted by Borrower as security for the Note until (a) the payment in full to GECC of all outstanding principal of this Note, Base Interest and all other sums evidenced hereby or payable by Borrower pursuant hereto or pursuant to the Loan Agreement and other Loan Documents, and (b) the termination of any obligation on the part of GECC to disburse and/or redisburse any amount of the Loan.

28. Headings. The headings used in this Note are for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Note.

29. Severability. Wherever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Note shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

30. Interpretation. The provisions of Section 1.3 of the Loan Agreement shall govern the construction and interpretation hereof.

31. Consent to Extensions and Releases of Collateral. The Borrower and any endorsers, sureties, guarantors and all others who are or may become liable for the payment hereof (a) expressly consent to all extensions of time, renewals, postponements of time of payment of this Note or other modifications hereof from time to time prior to or after the Maturity Date without notice, consent or consideration to any of the foregoing, (b) expressly agree to any substitution, exchange, addition or release of any party or person primarily or secondarily liable hereon, and (c) expressly agree that GECC shall not be required first to institute any suit, or to exhaust its remedies against the undersigned or any other person or party to become liable hereunder or under the Loan Agreement or the other Loan Documents in order to enforce the payment of this Note.

32. Words Hereunder, Hereof, etc. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Note as a whole and not to any particular section of this Note unless specifically stated otherwise in this Note.

33. Intentionally Omitted.

34. Effect of Loan Documents. Reference is hereby made to the provisions of the Loan Agreement and the other Loan

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Documents for a description of the rights of GECC. The Loan Agreement and/or the GECC Mortgages, among other things, contain or may contain provisions for the acceleration of the maturity hereof upon the happening of certain stated events (which events may include, among other things, a default by Borrower in any obligation of Borrower obligatory upon it under the terms of this Note, the Loan Agreement and/or other Loan Documents). The terms, provisions and conditions of the Loan Agreement and other Loan Documents are incorporated herein by reference as fully and with the same force and effect as if specifically recited herein at length.

35. Notices. Notices hereunder shall be given as provided for in the Loan Agreement.

36. Limitation of Liability. Except as set forth in Section 37 hereof: (a) each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Borrower while in form purporting to be warranties, indemnities, representations, undertakings and agreements of Borrower are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Borrower or for the purpose or with the intention of binding Borrower, but are made and intended for the purpose of binding only the Properties and other Collateral now or hereafter encumbered as security for the Loan and the leases, rents, issues and profits therein and therefrom; (b) no personal liability is assumed by nor shall at any time be asserted or enforceable against Borrower on account of this Note, the Loan Agreement or the Loan Documents or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Borrower therein contained, either express or implied, all such personal liability, if any, being herein expressly waived and released; and (c) neither the Borrower nor its shareholders or directors, shall under any circumstance be personally liable for the repayment of any of the principal or interest on or prepayment fees or late charges or other charges or fees due in connection with the Loan or this Note or any other amounts due hereunder, or for any deficiency judgment which GECC may obtain after foreclosure or realization upon any of the Loan Documents after default by Borrower.

37. Exception. The exculpation and limitations upon liability provided for in Section 36 hereof shall not apply to, and Borrower and all its assets and credit shall be obligated and liable for, payments and performances set forth in Section 9.6 of the Loan Agreement; and for the indemnities and agreements set forth in Section 18 hereof; and the limitations on personal liability with respect to the Loan set forth in Section 36 hereof

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shall not impair the validity of the Loan or the indebtedness evidenced hereby or the lien or security interest provided by any GECC Mortgage or other Loan Document upon any Property or Collateral or the right of GECC as mortgagee or secured party to foreclose and/or enforce any such lien or security interest or other interest in the Property or Collateral or any part thereof after default, or to enforce the liability of any Person who is liable under any separate instrument.

IN WITNESS WHEREOF, Borrower has executed this instrument all on and as of the day, month and year first above written.

CENTERPOINT PROPERTIES
CORPORATION, a Maryland
corporation

By: _____
President

Property of Cook County Clerk's Office

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5990 TOUHY, COOK COUNTY
P.I.N. 10-29-402-032

PARCEL 5:

LOT 12 (EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD) AND LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART OF SAID LOTS 12 AND 13 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13, A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 07 MINUTES 30 SECONDS EAST OF SAID WESTERLY LINE 68.33 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH ON SAID EAST LINE 432.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 AS SET FORTH IN DECLARATION DATED MAY 30, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT NUMBER 24480801, AND AS CREATED BY DEED FROM THOMAS INTERNATIONAL CORPORATION TO THOMAS SCHROEDER DATED JUNE 9, 1978 AND RECORDED JUNE 12, 1978 AS DOCUMENT NUMBER 24486750, FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 24 FEET IN WIDTH LYING 12 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID STRIP OF LAND BEING A PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET TO A POINT OF BEGINNING OF THE CENTER LINE OF SAID 24 FOOT STRIP OF LAND, TO WIT: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13 A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE, SAID POINT BEING THE TERMINATION OF SAID CENTER LINE OF SAID 24 FOOT STRIP OF LAND AND SAID POINT BEING NORTH 22 DEGREES 07 MINUTES 30 SECONDS WEST 68.33 FEET FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF LEHIGH AVENUE WITH THE EAST LINE OF SAID LOT 13 (EXCEPT THAT PART FALLING IN PARCEL 1) IN COOK COUNTY, ILLINOIS

5990 Touhy,
Niles, Ill.

EXHIBIT B