

THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Pircher, Nichols & Meeks
900 North Michigan Avenue
Suite 1050
Chicago, Illinois 60611
Attention: Eugene J.M. Leone, Esq.



FIRST MORTGAGE AND SECURITY AGREEMENT

THIS FIRST MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made as of December 15, 1999, by MICHAEL REESE MEDICAL CENTER CORPORATION, a Delaware corporation ("Borrower"), to NORTH AMERICAN HEALTHCARE FINANCIAL COMPANY, L.L.C., an Illinois limited liability company ("Lender").

Borrower has executed and delivered to Lender a Promissory Note (the "Note") of even date herewith payable to the order of Lender in the principal sum of Ten Million Four Hundred Thousand Dollars (\$10,400,000), bearing interest and payable as set forth in the Note, and due on July 1, 2001. In order to secure the payment of the principal indebtedness under the Note and interest and premiums on the principal indebtedness under the Note (and all replacements, renewals and extensions thereof, in whole or in part) according to its tenor, and to secure the payment of all other sums which may be at any time due under the Note, this Mortgage or any of the other Loan Documents (as hereinafter defined; the terms and provisions of the Loan Documents are hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length) (collectively, such sums are sometimes referred to herein as the "Indebtedness"); and to secure the performance and observance of all the covenants, agreements and provisions contained in this Mortgage, the Note and the other Loan Documents; and to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower DOES HEREBY MORTGAGE AND CONVEY unto Lender, its successors and assigns forever, the following described property, rights and interests (which are referred to herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as hereinafter defined) and not secondarily:

THE LAND located in the State of Illinois and legally described in Exhibit A attached hereto (the "Land");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or

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hereafter owned by Borrower and on, or used or intended to be used in connection with the Land or the improvements, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same;

TOGETHER WITH all income from the Premises to be applied against the Indebtedness; provided, however, that Borrower, so long as no Default (as hereinafter defined) has occurred hereunder, may collect income as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Borrower in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Borrower to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Borrower and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Borrower and placed on the Land or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles or property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in

Lender as a secured party and Borrower as Debtor, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 14 hereof; and

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Borrower hereby appoints Lender its attorney-in-fact and authorizes Lender, at its option, on behalf of Borrower, or the successors or assigns of Borrower, to adjust, compromise, claim, collect and receive such proceeds, to give proper acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Lender, of the Indebtedness, notwithstanding the fact that the same may not then be due or that the Indebtedness is otherwise adequately secured.

TO HAVE AND TO HOLD the Premises, unto Lender, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default.

BORROWER COVENANTS that it is lawfully seized of the Land, that the same is unencumbered, and that it has good right, full power and lawful authority to convey and mortgage the same, and that it will warrant and forever defend the Land and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

PROVIDED, NEVERTHELESS, that if Borrower shall pay in full when due the Indebtedness and shall timely perform and observe all of the provisions herein and in the Note and the other Loan Documents provided to be performed and observed by Borrower, then the lien of this Mortgage and the interest of Lender in the Premises shall be released at the cost of Borrower but shall otherwise remain in full force.

BORROWER FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Representations, Warranties and Covenants.

(a) **Representations and Warranties.** To induce Lender to make the loan (the "Loan") evidenced by the Note, Borrower hereby represents, covenants and warrants to Lender as follows:

1.1 As of the date hereof and at all times hereafter until the Loan is paid in full, Borrower will have good and merchantable fee simple title to the Land, subject only to the exceptions to the title set forth on Exhibit B attached hereto and made a part hereof (the "Permitted Exceptions").

1.2 Borrower is duly organized and validly existing under the laws of

the State of Delaware. Borrower is authorized to transact business in the State of Illinois. Borrower has full power and authority to conduct its business as presently conducted, to enter into this Mortgage and to perform all of its duties and obligations under this Mortgage and under the Loan Documents. Such execution and performance have been duly authorized by all necessary corporate, shareholder or partnership approval.

1.3 This Mortgage, the Note, the other Loan Documents and any other documents and instruments required to be executed and delivered by Borrower in connection with the Loan, when executed and delivered, will constitute the duly authorized, valid and legally binding obligations of the party required to execute the same and will be enforceable strictly in accordance with their respective terms (except to the extent that enforceability may be affected or limited by applicable bankruptcy, insolvency and other similar debtor relief laws affecting the enforcement of creditors' rights generally). No basis presently exists for any claim against Lender under this Mortgage, under the Loan Documents or with respect to the Loan and enforcement of this Mortgage and the Loan Documents is subject to no defenses of any kind.

1.4 The execution, delivery and performance of this Mortgage, the Note, the other Loan Documents and any other documents or instruments to be executed and delivered by Borrower and any guarantor pursuant or in connection with this Loan will not: (i) violate any provisions of law or any applicable regulation, order, writ, injunction or decree of any court or governmental authority, or (ii) conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, agreement or contract of any kind to which Borrower or any guarantor or any of such parties is a party or by which any of them may be bound. Borrower is not in default (without regard to grace or cure periods) under any contract or agreement to which it is a party, the effect of which default will adversely affect the performance by Borrower of its obligations pursuant to and as contemplated by the terms and provisions of this Mortgage.

1.5 Except as disclosed to Lender in writing, Borrower is not a party to any litigation proceeding in which it is either a plaintiff or defendant. No condition, circumstance, event, agreement, document, instrument, restriction, litigation or proceeding (or threatened litigation or proceeding or basis therefor) exists which could adversely affect the validity or priority of the liens and security interests granted Lender hereunder or under the Loan Documents which could materially adversely affect the ability of Borrower to perform its obligations under the Loan Documents, which would constitute a default under any of the Loan Documents or which would constitute such a default with the giving of notice or lapse of time, or both.

1.6 The Premises do not violate or conflict with any applicable law, statute, ordinance, rule, regulation or order of any kind, including, without limitation, environmental laws, zoning, building, land use, noise abatement, occupational health and safety or other laws, any building permit or any condition, grant, easement, covenant,

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condition or restriction, whether recorded or not.

1.7 The Premises have never been used, and the Premises will not be used, for any activities which, directly or indirectly, involve the use, generation, treatment, storage, transportation or disposal of any hazardous materials regulated by applicable law, except those customarily used, generated, stored, transported and disposed of by hospitals in the ordinary course of business. No hazardous materials exist now, and no hazardous materials will hereafter exist, on or under the Premises or in any surface waters or groundwaters on or under the Premises, except those customarily used, generated, stored, transported and disposed of by hospitals in the ordinary course of business. The Premises and its existing and prior uses have at all times complied with and will comply with all applicable environmental laws, and Borrower has not violated, and will not violate, any environmental laws.

1.8 There are no facilities on the Premises which are subject to reporting under Section 312 of the federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. Section 11022), and federal regulations promulgated thereunder. Except as disclosed in the Environmental Reports (as defined below), true, correct and complete copies of which have been delivered to Lender, the Premises do not contain any underground storage tanks. The term "Environmental Reports" shall mean, collectively, that certain Environmental Disclosure Document for Transfer of Real Property, recorded with the Cook County Recorder of Deeds on March 28, 1991 as document number 91141553, that certain Environmental Disclosure Document for Transfer of Real Property, recorded with the Cook County Recorder of Deeds on November 13, 1998 as document number 08027248, that certain Phase I Environmental Site Assessment dated April 15, 1998 prepared by Professional Service Industries, Inc., and that certain Environmental Disclosure Document for Transfer of Real Property dated December 15, 1999 and prepared by Borrower. The Premises are "real property" as such term is defined under the Illinois Responsible Property Transfer Act of 1988, Ill. Rev. Stat., Ch. 30, Para. 903, et seq., as now or hereafter amended ("RPTA"). The making of the Loan by Lender and the granting of a lien or security interest in the Premises to Lender by Borrower are subject to RPTA.

1.9 All financial statements submitted by Borrower to Lender for periods prior to the calendar year 1999 are true and correct in all respects, have been prepared by Borrower's Accountants (as defined in Paragraph 40 hereof) in accordance with generally accepted accounting principles consistently applied, and fairly present the respective financial conditions and results of operations of the entities which are their subjects. All financial statements submitted by Borrower to Lender for the calendar year 1999 in connection with this Loan have been internally prepared and are currently undergoing an audit by Borrower's Accountants. Upon completion of such audit, a copy of the audited financial statements for the calendar year 1999, true and correct in all respects, prepared by Borrower's Accountants in accordance with generally accepted accounting principles consistently applied, and fairly presenting the respective financial

conditions and results of operations of the entities which are their subjects, shall be delivered by Borrower to Lender.

1.10 This Mortgage and all budgets, schedules, opinions, certificates, confirmations, statements, applications, rent rolls, affidavits, agreements, contracts, and other materials submitted to Lender in connection with or in furtherance of the Loan by or on behalf of Borrower fully and fairly state the matters with which they purport to deal, and neither misstate any material fact nor, separately or in the aggregate, fail to state any material fact necessary to make the statements made not misleading.

1.11 The Loan, including interest rate, fees and charges as contemplated hereby, is a business loan within the purview of Ill. Rev. Stat., Ch. 17, Para. 6404 (1987); the Loan is an exempted transaction under the Truth In Lending Act, 12 U.S.C. Section 1601 et seq.; and the Loan does not, and when disbursed will not, violate the provisions of the Illinois usury laws, any consumer credit laws or the usury laws of any state which may have jurisdiction over this transaction, Borrower or any property securing the Loan.

1.12 Borrower has timely filed and at all times hereafter shall continue to timely file all federal, state and other governmental tax and similar returns which they are required by law to file with respect to Borrower and/or the Premises and the operation and business thereof, and all taxes and other sums which are shown to be payable under such returns have been fully paid. During the term of the Loan, Borrower shall promptly furnish Lender a written notice of any litigation in which Borrower is named a defendant or any litigation which materially affects or relates to the Premises.

1.13 Borrower now possesses and holds and at all times hereafter shall maintain all necessary licenses, franchises, governmental permits, certificates, consents and other approvals required to conduct and operate the business of the Premises as presently conducted thereon or as planned as indicated to Lender.

1.14 The Leases are and at all times hereafter shall remain in full force and effect, free of set-offs and defaults by either the landlord or, to the best knowledge of Borrower, after due and diligent inquiry thereof, tenant thereunder, and all of the Leases are valid and enforceable in accordance with their terms. Except as heretofore disclosed to and approved by Lender, no payments under the Leases have been made more than thirty (30) days in advance. The landlord, and to the best knowledge of Borrower after due and diligent inquiry thereof, all of the tenants under the Leases have the capacity to contract thereunder. The Leases described on the rent roll heretofore delivered by Borrower to Lender and certified by Borrower as of the date hereof (the "Rent Roll") are the only Leases (and/or use agreements) currently affecting the Premises.

1.15 Except as expressly set forth in the Rent Roll: (i) there are no rights of renewal, extension, cancellation, termination or modification, options to lease or

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purchase, rights of refusal to lease or purchase, or rental concessions in effect under any of the Leases or with regard to the Premises; (ii) the landlord under the Leases is not required to perform any leasehold improvements that have not been completed and paid for in full and the landlord under the Leases is not obligated to make any contributions to the tenants thereunder for leasehold improvements, renovations or alterations which have not been paid in full; (iii) none of the tenants under the Leases is entitled to any abatement or set off against the rent payable thereunder; and (iv) there are no security deposits under any of the Leases.

1.16 The Premises shall be managed and operated at all times by Borrower or a management company approved in writing by Lender. The management company shall have executed an agreement governing the management of the Premises, which agreement shall be in form and substance reasonably satisfactory to Lender and the management company, at the request of Lender, shall sign an agreement in form and substance reasonably acceptable to Lender pursuant to which said management agreement and the rights of the manager thereunder are made subject and subordinate to the provisions of this Mortgage.

1.17 Borrower shall indemnify, defend and hold Lender harmless from and against any and all damage, loss, cost and expense including, but not limited to, reasonable attorneys' fees, costs and expenses, incurred by reason of or arising from or on account of or in connection with (i) any claims for brokerage commissions or finders fees arising out of Borrower's conduct or alleged conduct, or (ii) any suit or proceeding, threatened, filed and/or pending, on or to which Lender is or may become or may have to become a party by reason of or arising from or on account of or in connection with the Indebtedness, the Premises, this Mortgage, the Note or the other Loan Documents.

1.18 Any and all improvements, fixtures, equipment and facilities comprising the Premises are, and at all times hereafter Borrower shall maintain the same, in good operating condition and repair. The Premises are and will be free from structural defects and leaks and the parking areas have adequate drainage.

1.19 Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control with Borrower (collectively, the "Controlled Group"), which, together with the Borrower, are treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended, or any successor Federal tax code (the "Tax Code"), (a) have fulfilled their obligations under the minimum funding standards of the Employee Retirement Income Security Act of 1974, as amended from time to time, or any successor law ("ERISA"), and the Tax Code with respect to each Plan (as defined below), (b) are in compliance in all material respects with the presently applicable provisions of ERISA and the Tax Code, and (c) have not incurred any liability to the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA or a Plan under Title IV of ERISA. Neither the Borrower nor any member of the Controlled Group is or ever has

been obligated to contribute to any Multiemployer Plan, as such term is set forth in Section 4001(a)(3) of ERISA. Any reference to any provision of ERISA shall also be deemed to be a reference to any successor provision or provisions thereof. "Plan" means at any time an employee pension benefit plan which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Tax Code and is either (i) maintained by a member of the Controlled Group for employees of any member of the Controlled Group or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which a member of the Controlled Group is then making or accruing an obligation to make contributions or has within the preceding five (5) plan years made contributions.

1.20 Borrower (i) has developed, or is developing, a program to evaluate the ability of its computer hardware and software systems and programs to handle effectively data that includes dates after December 31, 1999 ("Year 2000 Compliant"), and (ii) has taken, or is in the process of taking, reasonable corrective action as necessary to make its computer hardware and software systems Year 2000 Compliant by December 31, 1999. Based on the foregoing, Borrower does not expect that any Material Adverse Effect (as defined in Paragraph 1.21 below) will exist or occur on or after January 1, 2000 as a result of any of its computer hardware or software systems or programs failing to be Year 2000 Compliant.

1.21 All information heretofore furnished by Borrower to Lender for purposes of or in connection with this Mortgage, the Loan or any transaction contemplated hereby is, and all such information hereafter furnished by Borrower to Lender will be, true, accurate and complete in every material respect or based on reasonable estimates on the date as of which such information is stated or certified. Borrower has disclosed to Lender in writing any and all facts which could have or cause a Material Adverse Effect. "Material Adverse Effect" means, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, a material adverse change in, or a material adverse effect upon, any of (a) the financial condition, operations, business, properties or prospects of Borrower and any subsidiary, parent or affiliate of Borrower, the accounts of which, in accordance with generally accepted accounting principles, are consolidated with those of the Borrower in its consolidated financial statements, (b) the rights and remedies of Lender under the Loan Documents, or the ability of the Borrower to perform its obligations under the Loan Documents, or (c) the legality, validity or enforceability of any Loan Document.

1.22 Without limiting the effect of any of the foregoing, the representations and warranties set forth in this Mortgage shall be continuing and shall remain true and correct throughout the term of the Loan.

(b) Payment of Indebtedness and Performance of Covenants.

Borrower shall pay the Indebtedness when due and punctually perform and observe all of the requirements of (i) the Note; (ii) this Mortgage; (iii) that certain Promissory Note in the original principal amount of \$1,600,000 of even date herewith made by Borrower to Lender; (iv) that certain Second Mortgage and Security Agreement of even date herewith from Borrower to Lender; (v) that certain Contract for Medical Surgical Supplies (the "Supply Contract") dated April 30, 1999 by and between Doctors Community Healthcare Corporation, a Delaware corporation ("DCHC"), and Medline Industries, Inc., a Delaware corporation ("Medline"), an affiliate of Lender, and acknowledged and assumed by Borrower pursuant to that certain Acknowledgement and Assumption Agreement of even date herewith made by Borrower to Medline; (vi) that certain First Assignment of Leases and Rents of even date herewith from Borrower to Lender; (vii) that certain Second Assignment of Leases and Rents of even date herewith from Borrower to Lender; (viii) that certain Guaranty of even date herewith from Guarantor (as defined therein) to Medline and Lender; (ix) that certain Indemnity Agreement of even date herewith from Borrower and Guarantor to Medline and Lender; (x) various UCC Financing Statements from Borrower to Medline and Lender; and (xi) any other document given to evidence, secure or guaranty the Indebtedness (each, a "Loan Document," and, collectively, the "Loan Documents"). Borrower 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, but not otherwise.

2. Maintenance, Repair, Compliance with Law, Use, etc. Borrower shall (a) promptly repair or restore any portion of the Improvements which may become damaged, whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and free from waste; (c) pay all operating costs of the Premises; (d) complete, within a reasonable time, any Improvements at any time in the process of erection upon the Premises; (e) comply with all requirements of law relating to the Premises or any part thereof by any governmental authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazards to the Improvements; (g) comply with any restrictions of record with respect to the Premises and the use thereof; and observe and comply with any conditions necessary to preserve or extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (h) cause the Premises to be managed in a competent and professional manner. Without the prior written consent of Lender, Borrower shall not cause, suffer or permit any (i) material alterations of the Premises except as required by law or except as permitted or required to be made by the terms of any Leases approved by Lender; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed; (iii) change in the identity of the person or firm responsible for managing the Premises; (iv) zoning reclassification with respect to the Premises; (v) unlawful use of, or nuisance to exist upon, the Premises; or (granting of any easements, licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided in Leases approved by Lender.

3. Liens.

3.1 **Prohibition.** Subject to the provisions of Paragraph 4 hereof, Borrower shall not create or suffer or permit any encumbrance to attach to or be filed against the Premises or any part thereof, excepting only (i) the lien of real estate taxes and assessments not due, (ii) any liens and encumbrances of Lender, and (iii) any other lien or encumbrance permitted by the terms hereof.

3.2 **Contest.** Notwithstanding the foregoing prohibition against encumbrances, Borrower may in good faith and with reasonable diligence contest the validity or amount of any mechanics' lien and defer payment and discharge thereof during the pendency of such contest, provided that:

3.2.1 Such contest shall prevent the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such mechanics' lien;

3.2.2 Within ten (10) days after Borrower has been notified of the filing of such mechanics' lien, Borrower shall have notified Lender in writing of Borrower's intention to contest such mechanics' lien; and

3.2.3 Borrower shall have either obtained a title insurance endorsement over such mechanics' liens insuring Lender against loss by reason of the mechanics' liens or Borrower shall have deposited with Lender at such place as Lender may appoint from time to time in writing, and in the absence of such appointment, then at the place of payment designated in the Note, a sum of money (the "Deposits") which shall be sufficient in the judgment of Lender to pay in full such mechanics' liens and all interest which might become due thereon. Borrower shall increase the Deposits whenever, in the judgment of Lender, such increase is advisable. The Deposits are to be held without any allowance of interest.

Lender, at its option, may pay the Deposits, or any part thereof, to the mechanics' lien claimant if Borrower (i) fails to maintain sufficient Deposits or (ii) fails to act in good faith or with reasonable diligence in contesting the mechanics' lien claims. If the mechanics' lien contest is resolved in favor of the claimant and Borrower is not in default hereunder, Lender shall pay the Deposits, or any part thereof, to the claimant upon Lender's receipt of evidence satisfactory to Lender of the amount to be paid. Lender shall pay any remaining Deposits to Borrower, provided Borrower is not in default hereunder.

4. Taxes.

4.1 **Payment.** Borrower shall pay when due, all taxes, assessments

and charges of every kind levied or assessed against the Premises or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called the "Taxes"), whether or not assessed against Borrower, and Borrower shall furnish to Lender receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises, other than matters expressly permitted by the terms hereof.

4.2 Contest. Borrower, in good faith and with reasonable diligence, may contest the validity or amount of any such Taxes, provided that:

4.2.1 Such contest shall prevent the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

4.2.2 Borrower has notified Lender in writing of the intention of Borrower to contest the same before any Tax has been increased by any interest, penalties or costs; and

4.2.3 Borrower has deposited with Lender, at such place as Lender may designate from time to time in writing, a sum of money or other security acceptable to Lender that, when added to the monies or other security, if any, deposited with Lender pursuant to Paragraph 8 hereof, is sufficient, in Lender's judgment, to pay in full such contested Tax, including interest and penalties, and shall increase such deposit to cover additional interest and penalties whenever Lender deems such an increase advisable. Any deposits made hereunder are to be held without any allowance of interest thereon.

If Borrower fails to (i) prosecute such contest with reasonable diligence or (ii) maintain sufficient funds on deposit as hereinabove provided, Lender, at its option, may apply the monies and liquidate any securities deposited with Lender, in payment of, or on account of, such Taxes, or any portion thereof then unpaid including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Borrower shall forthwith, upon demand, either deposit with Lender a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Lender has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Lender. Provided that Borrower is not then in default hereunder, Lender shall, after final disposition of such contest and upon Borrower's written request and Borrower's delivery to Lender of an official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon.

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Lender, Borrower or the Premises, any tax is

imposed or becomes due in respect of the issuance of the Note or the recording of this Mortgage, Borrower shall pay such tax in the manner required by such law. If any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Lender the payment of the whole or any part of the taxes required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Lender in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Indebtedness or Lender, then Borrower, upon demand by Lender, shall pay such taxes, or reimburse Lender therefor on demand, unless Lender determines, in Lender's exclusive judgment, that such payment or reimbursement by Borrower is unlawful; in which event the Indebtedness shall be due within thirty (30) days after written demand by Lender to Borrower. Nothing in this Paragraph 5 shall require Borrower to pay any income, franchise or excise tax imposed upon Lender, excepting only such which may be levied against the income of Lender as a complete or partial substitute for taxes required to be paid by Borrower pursuant hereto.

6. **Insurance Coverage.** Borrower will insure the Premises against such perils and hazards, and in such amounts and with such limits, as Lender may reasonably require from time to time, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies").

6.1 Casualty insurance against loss and damage by all risks of physical loss or damage, including fire, windstorm, flood, earthquake and other risks covered by the so-called extended coverage endorsement in amounts not less than the full insurable replacement value of all Improvements, fixtures and equipment from time to time on the Premises and bearing a replacement cost agreed amount endorsement;

6.2 Comprehensive public liability insurance against death, bodily injury and property damage in an amount not less than Ten Million Dollars (\$10,000,000);

6.3 Employer's Liability Insurance;

6.4 Rental or business interruption insurance in amounts sufficient to pay, for a period of up to one (1) year, all amounts required to be paid by Borrower pursuant to the Note and this Mortgage;

6.5 Steam boiler, machinery and pressurized vessel insurance (if applicable to the Premises);

6.6 If the Federal Insurance Administration (FIA) has designated the Premises to be in a special flood hazard area and has designated the community in which the Premises are located eligible for sale of subsidized insurance, first and second layer flood insurance when and as available; and

6.7 The types and amounts of coverage as are customarily maintained by owners or operators of like properties.

7. **Insurance Policies.** All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Lender. All Insurance Policies shall (i) include, when available, non-contributing Lender endorsements in favor of and with loss payable to Lender, (ii) include standard waiver of subrogation endorsements, (iii) provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Lender, and (iv) provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Lender. Borrower will deliver all Insurance Policies, premium prepaid, to Lender, and will deliver renewal or replacement policies at least thirty (30) days prior to the date of expiration of any policy. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Borrower concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases, if in conformity with the requirements of this Mortgage and if approved by Lender, may be presented to Lender in satisfaction of Borrower's obligation to provide the insurance coverages provided by those Insurance Policies.

8. **Deposits for Taxes and Insurance Premiums.** In order to assure the payment of Taxes and insurance policy premiums (the "Premiums") when due, (a) in the event that Borrower fails to pay Taxes pursuant to the terms of Paragraph 4 hereof or fails to maintain the Insurance Policies pursuant to the terms of Paragraphs 6 and 7 hereof, or (b) after the occurrence of a Default, then, at Lender's option:

8.1 Borrower shall deposit with Lender on the first business day of each month, an amount equal to one-twelfth (1/12) of the Taxes and the Premiums thereof to become due with respect to the Premises between (1) one and thirteen (13) months after the date of such deposit; provided that in the case of the first such deposit, Borrower shall deposit in addition an amount which, when added to the aggregate amount of monthly deposits to be made hereunder with respect to the Taxes and the Premiums to become due within thirteen (13) months after such first deposit, will provide (without interest) a sufficient fund to pay such Taxes and Premiums one (1) month prior to the date when they are due. The amounts of such deposits (herein generally called "Tax and Insurance Deposits") shall be based upon Lender's estimate of the amount of Taxes and Premiums. Borrower, promptly upon the demand of Lender, shall make additional Tax and Insurance Deposits as Lender may require from time to time due to (i) failure of Lender to require, or failure of Borrower to make, Tax and Insurance Deposits in previous months, (ii) underestimation of the amounts of the Taxes and/or the Premiums, due dates and amounts of Taxes and/or Premiums, or (iii) application of the Tax and Insurance Deposits pursuant to Paragraph 8.3 hereof. Additionally, in the event that Lender elects, pursuant to clauses (a) or (b) above, to maintain a Tax and Insurance Deposit, Borrower shall deposit with Lender, as a Tax and Insurance Deposit, the amount of all Taxes and Premiums to become due and payable prior to the first monthly Tax and Insurance Deposit or within one (1) month thereafter. Lender shall hold all Tax and Insurance Deposits without any

allowance of interest thereon.

8.2 Lender will pay, out of the Tax and Insurance Deposits, upon the presentation to Lender by Borrower of the bills therefor, the Taxes and the Premiums or will reimburse, upon the presentation of receipted bills therefor, Borrower for such payments made by Borrower. If the total Tax and Insurance Deposits on hand shall not be sufficient to pay all of the Taxes and the Premiums when the same shall become due, then Borrower shall pay to Lender on demand the amount necessary to make up the deficiency.

8.3 Upon a Default under this Mortgage, Lender, at its option, may apply any Tax and Insurance Deposits on hand to the Indebtedness, in such order and manner as Lender may elect. When the Indebtedness has been fully paid, any remaining Tax and Insurance Deposits shall be paid to Borrower. All Tax and Insurance Deposits are hereby pledged as additional security for the Indebtedness, and shall be held by Lender irrevocably to be applied for the purposes for which made as herein provided, and shall not be subject to the direction or control of Borrower.

8.4 Notwithstanding anything herein contained to the contrary, Lender shall not be liable for any failure to apply the Tax and Insurance Deposits unless Borrower, while no Default exists hereunder, shall have (i) requested Lender in writing to make application of such Deposits to the payment of the Taxes or the Premiums and (ii) presented Lender with bills for such Taxes or Premiums.

8.5 The provisions of this Mortgage are for the benefit of Borrower and Lender alone. No provision of this Mortgage shall be construed as creating in any other party any rights in and to the Tax and Insurance Deposits or any rights to have the Tax and Insurance Deposits applied to payment of the Taxes and the Premiums. Lender shall have no obligation or duty to any third party to collect Tax and Insurance Deposits.

9. **Proceeds of Insurance.** Borrower will give Lender prompt notice of any loss or damage to the Premises, and:

9.1 In case of loss or damage covered by any of the Insurance Policies, Lender (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be), at its option, may either (i) settle and adjust any claim under such Insurance Policies without the consent of Borrower, or (ii) allow Borrower to settle and adjust such claim without the consent of Lender; provided that in either case Lender shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Lender in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness, and shall be reimbursed to Lender upon demand or may be deducted by Lender from the insurance proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by any

Insurance Policy to Lender alone, and not to Lender and Borrower jointly.

9.2 Lender shall apply the proceeds of Insurance Policies consequent upon any casualty to reimburse Borrower for the cost of restoring or repairing the Premises subject to the conditions and in accordance with the provisions of Paragraph 10 hereof.

9.3 Whether or not insurance proceeds are made available to Borrower, Borrower shall restore or repair the Improvements, to be of at least equal value, and of substantially the same character as prior to such casualty, all to be effected in accordance with plans, specifications and procedures approved in advance by Lender, and Borrower shall pay all costs of such restoring or repairing.

10. **Disbursements of Insurance Proceeds.** Insurance proceeds held by Lender for restoration or repairing of the Premises shall be disbursed from time to time upon Lender being furnished with (i) evidence satisfactory to it of the estimated cost of the restoration or repair, (ii) funds sufficient in addition to the proceeds of insurance, to fully pay for the restoration or repair and to pay debt service on the Loan during the period of restoration or repair, and (iii) such architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and such other evidences of cost, payment and performance as Lender may require and approve. No payment made prior to the final completion of the restoration or repair shall exceed ninety percent (90%) of the value of the work performed from time to time, as such value shall be determined by Lender in its sole judgment; funds deposited hereunder other than insurance proceeds shall be disbursed prior to disbursement of such proceeds; and at all times the undisbursed balance of such proceeds remaining in the hands of Lender, together with funds deposited or irrevocably committed to the satisfaction of Lender, by or on behalf of Borrower to pay the cost of such repair or restoration, shall be sufficient in the reasonable judgment of Lender to pay the entire unpaid cost of the restoration or repair, free of all liens or claims for lien. Lender shall be entitled to apply any surplus remaining out of insurance proceeds held by Lender after payment of such costs of restoration or repair toward repayment of such portion of the Indebtedness as it deems appropriate without affecting the lien of this Mortgage. No interest shall be allowed to Borrower on account of any proceeds of insurance or other funds held by Lender.

11. **Condemnation and Eminent Domain.** All awards (the "Awards") made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, are hereby assigned by Borrower to Lender. Lender may collect the Awards from the condemnation authorities, and may give appropriate acquittances therefor. Borrower shall immediately notify Lender of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting any part of the Premises and shall deliver to Lender copies of all papers served in connection with any such proceedings. Borrower shall make, execute and deliver to Lender, at any time upon request, free of any encumbrance, any further assignments and other instruments deemed necessary by Lender for the purpose of assigning the Awards to

Lender. If any portion of or interest in the Premises is taken by condemnation or eminent domain, and the remaining portion of the Premises is not, in the judgment of Lender, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, then, at the option of Lender, the entire Indebtedness shall immediately become due. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorneys' fees, Lender shall apply the net proceeds of the Award toward repayment of the Indebtedness without affecting the lien of this Mortgage. In the event of any partial taking of the Premises or any interest in the Premises, which, in the judgment of Lender, leaves the Premises as a complete economic unit having equivalent value to the Premises as it existed prior to the taking, and provided Borrower is not in default hereunder, the Award shall be applied to reimburse Borrower for the cost of restoration and rebuilding the Premises in accordance with plans, specifications and procedures approved in advance by Lender, and such Award shall be disbursed in the same manner as is provided above for the application of insurance proceeds. If all or any part of the Award is not applied for reimbursement of such restoration costs, the Award shall be applied, at the option of Lender, against the Indebtedness in such order or manner as Lender shall elect, or paid to Borrower.

12. **Assignment of Rents, Leases and Profits.** To further secure the Indebtedness, Borrower hereby assigns unto Lender all of the rents, leases and income now or hereafter due under any Leases agreed to by Borrower or the agents of Borrower or which may be made or agreed to by Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and income thereunder, to Lender. Borrower hereby irrevocably appoints Lender its attorney-in-fact (this power of attorney and any other powers of attorney granted herein are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender) with or without taking possession of the Premises as provided in Paragraph 18 hereof, to lease any portion of the Premises to any party upon such terms as Lender shall determine, and to collect all rents due under each of the Leases, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession pursuant to the provisions of Paragraph 18 hereof. Borrower represents that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents for any portion of the Premises has been or will be waived, reduced or otherwise discharged or compromised by Borrower. Borrower waives any rights of set-off against any person in possession of any portion of the Premises. Borrower agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the taking of actual possession of the Premises by Lender pursuant to Paragraph 18 hereof. Borrower expressly waives all liability of Lender in the exercise of the powers herein granted Lender. Borrower shall assign to Lender all future Leases upon any part of the Premises and shall execute and deliver, at the request of Lender, all such further assurances and assignments in the Premises as Lender shall require from time to time. Although the assignment contained in this Paragraph is a present assignment, Lender shall not exercise any of the powers conferred upon it by this Paragraph until a Default shall exist under this Mortgage. Within thirty (30) days after Lender's

written demand, Borrower will furnish Lender with executed copies of each of the Leases and with estoppel letters from each tenant in a form satisfactory to Lender. If Lender requires that Borrower execute and record a separate collateral assignment of rents or separate assignments of any of the Leases to Lender, the terms of those assignments shall control in the event of a conflict with the terms of this Mortgage.

13. **Observance of Lease Assignment.** Borrower agrees that if any lessee under any of the Leases shall fail to pay its rent on a timely basis or fulfill any material provision in any Lease or if Borrower shall terminate or modify any of the Leases without Lender's prior written consent; or if Borrower shall suffer any default under the provisions of any assignment of any Lease given as additional security for the payment of the Indebtedness and such default shall not be cured within the applicable grace period provided therein; then such default shall constitute a Default (as hereinafter defined) and at the option of Lender, and without notice to Borrower, the Indebtedness shall become due as in the case of other Defaults.

14. **Security Agreement.** Borrower and Lender agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) all sums at any time on deposit for the benefit of Lender or held by the Lender (whether deposited by or on behalf of Borrower or anyone else) pursuant to any of the provisions of the Mortgage or the other Loan Documents and (ii) with respect to any personal property included in the granting of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code) (which property is hereinafter referred to as "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof (all of the Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Lender, and the Collateral and all of Borrower's right, title and interest therein are hereby assigned to Lender, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

14.1 Borrower (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Lender and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

14.2 The collateral is to be used by Borrower solely for business purposes.

14.3. The Collateral will be kept at the Land and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of

Lender (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

14.4 The only persons having any interest in the Premises are Borrower, Lender and holders of interest, if any, expressly permitted hereby.

14.5 No Financing Statement (other than Financing Statements showing Lender as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower, at its own cost and expense, upon demand, will furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts as Lender may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Lender and no other party and liens and encumbrances (if any) expressly permitted hereby; and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Lender to be desirable.

14.6 Upon Default hereunder, Lender shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for the purpose, so far as Borrower can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. Lender may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Lender may require Borrower to assemble the Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to both parties. Lender will give Borrower at least twenty (20) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Borrower hereinafter set forth at least twenty (20) days before the time of the sale or disposition. Lender may buy at any public sale. Lender may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Lender so elects, the Premises and the Collateral may

be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Lender, shall be applied against the Indebtedness in such order or manner as Lender shall select. Lender will account to Borrower for any surplus realized on such disposition.

14.7 The terms and provisions contained in this Paragraph 14, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

14.8 This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Borrower (Debtor) and Lender (Secured Party) are hereinabove set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located. Borrower is the record owner of the Premises.

14.9 To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Borrower or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Lease, together with all of the right, title and interest of Borrower, as lessor thereunder.

15. **Restrictions on Transfer.** (a) Borrower, without the prior written consent of Lender, shall not effect, suffer or permit any Prohibited Transfer (as hereinafter defined). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties of interests shall constitute a "Prohibited Transfer":

15.1 The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

15.2 All or substantially all of the assets of either Borrower or LCHC;

15.3 Any shares of capital stock of Borrower or a corporation which is the owner of substantially all of the capital stock of Borrower, except transfers of the capital stock of Borrower as expressly permitted pursuant to Section 4(e) of Borrower's Shareholders Agreement;

15.4 The Premises or any part thereof or interest therein are made subject to any lien, encumbrance, pledge or assignment;

15.5 Any merger consolidation or reorganization of Borrower or DCHC;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 15 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) any lease for all or any portion of the Premises entered into in the ordinary course of business, provided that such lease shall not contain an option to purchase all or any portion of the Premises or any right of first refusal with respect thereto and provided further that such lease has been approved by Lender pursuant to Paragraph 28 hereof.

(b) In determining whether or not to make the loan secured hereby, Lender evaluated the background and experience of Borrower and its shareholders in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Lender's security for the Note. Borrower and its shareholders are well experienced in borrowing money and owning and operating property such as the Premises, were duly represented by a licensed attorney at law in the negotiation and documentation of the loan secured hereby and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Borrower recognizes that any financing placed upon the Premises or upon the ownership interests in Borrower (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such encumbrancer which would force Lender to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Lender come into possession thereof with the intention of selling same; and (d) would impair Lender's right to accept a deed-in-lieu of foreclosure. In accordance with the foregoing and for the purposes of (i) protecting Lender's security, both repayment and the value of the Premises; (ii) giving Lender the full benefit of its bargain and contract with Borrower; (iii) allowing Lender to raise the interest rate and collect assumption fees; and (iv) keeping the Premises and the ownership interests free of subordinate financing liens, Borrower agrees that if this Paragraph 15 is deemed a restraint or alienation, that it is a reasonable one.

16. **Defaults.** If one or more of the following events (each, a "Default," and, collectively, the "Defaults") shall occur:

16.1 If any payment of principal or interest due under the Note is not paid within five (5) business days of the date when such payment is due;

16.2 Except as otherwise provided under this Paragraph 16, if default shall exist in the performance or observance of any other covenant or agreement of Borrower under the Note, this Mortgage or any other Loan Document, and in each case after the expiration of the applicable cure period or if no express cure period is provided, then in each case, if such default shall continue for ten (10) days after notice thereof by Lender to Borrower, except that if such default cannot, by its nature, be cured within this time period, and if Borrower commences promptly to cure such default after notice thereof, and thereafter diligently pursues the cure thereof (and in all events cures such default within sixty (60) days after notice thereof), Borrower shall not be in Default hereunder on account of such default during the period of diligent curing;

16.3 Any default by Borrower under that certain Mortgage and Security Agreement of even date herewith from Borrower to Medline, which secures Borrower's obligations under the Supply Contract;

16.4 The occurrence of a Prohibited Transfer;

16.5 If any representation or warranty contained herein or in any other Loan Document if any of the information contained in any documentation provided to Lender by Borrower in conjunction with the Indebtedness shall not be true, accurate and complete in all material respects,

16.6 If (and for the purpose of this subparagraph 16.6 only, the term Borrower shall mean not only Borrower but also any owner of more than ten percent (10%) of the stock in a corporation which is Borrower and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness or any of the covenants or agreements contained herein):

16.6.1 Borrower shall file a voluntary petition in bankruptcy or for relief under the federal Bankruptcy Act or any similar state or federal law;

16.6.2 Borrower shall file a pleading in any proceeding admitting insolvency;

16.6.3 Within thirty (30) days after the filing against Borrower of any involuntary proceeding under the federal Bankruptcy Act or similar state or federal law, such proceedings shall not have been vacated;

16.6.4 A substantial part of Borrower's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within thirty (30) days;

16.6.5 Borrower shall make an assignment for the benefit of creditors or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises; or

16.6.6 Any order appointing a receiver, trustee or liquidator of Borrower or all or a major part of Borrower's property or the Premises is not vacated within thirty (30) days following the entry thereof;

16.7 If a notice of lien, levy or assignment is filed of record with respect to the Premises or with respect to all or any of the assets of Borrower by the United States government or any department, agency or instrumentality thereof or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Premises or any other of Borrower's assets and any of the foregoing is not released within thirty (30) days after the same becomes a lien or encumbrance;

16.8 The dissolution of Borrower;

16.9 The death, disability, or mental incompetency of any Guarantor; or

16.10 Any default by the landlord under any of the Leases, which default is not cured within the grace or cure period, if any, applicable thereto; provided, however, that if the continued operation or safety of the Premises or the priority, validity or enforceability of this Mortgage or the lien hereof or the lien of any other security granted by Borrower to Lender under this Mortgage or the other Loan Documents or the value of any of the Premises is immediately threatened or jeopardized by reason of such Lease default, Borrower shall not be entitled to such grace or cure period and a Default shall occur immediately thereupon;

then Lender, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Lender hereunder, may declare, without further notice, all Indebtedness immediately due with interest thereon at the default rate specified in the Note (the "Default Rate"), whether or not such Default is thereafter remedied by Borrower, and Lender may immediately proceed to foreclose this Mortgage and to exercise any remedy provided by this Mortgage, the Note, the other Loan Documents or otherwise.

17. **Foreclosure.** When the Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof in accordance with the Illinois Mortgage Foreclosure Act, Ill. Rev. Stat. ch. 110, para. 15-1101 (1987), 735 ILCS 5/15-1101 (1992), et seq. (the "Act") and to exercise any other remedies of Lender provided in the Note, this Mortgage, the other Loan Documents, or which Lender may have at law, in equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or

incurred by or on behalf of Lender for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender 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 Premises, and any other expenses and expenditures which may be paid or incurred by or on behalf of Lender and permitted by the Act to be included in such decree. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid.

18. **Right of Possession.** When the Indebtedness shall become due, whether by acceleration or otherwise, or if Lender has a right to institute foreclosure proceedings, Borrower shall surrender to Lender, forthwith upon demand of Lender, and Lender shall be entitled to be placed in possession of the Premises as provided in the Act, and Lender, in its discretion and pursuant to court order, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Borrower or the then owner of the Premises relating thereto, and may exclude Borrower, such owner, and any agents and servants thereof wholly therefrom and on behalf of Borrower or such owner, or in its own name as Lender and under the powers herein granted may:

18.1 hold, operate, manage and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as Lender may deem necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Premises, including, without limitation, actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Borrower;

18.2 cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Borrower to cancel the same;

18.3 extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the loan evidenced by the Note and the issuance of a deed to a purchaser at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser at any foreclosure sale, notwithstanding any redemption from sale,

reinstatement, discharge of the Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

18.5 make all necessary or proper repairs, decoration renewals, replacements, alterations, additions, betterments and improvements in connection with the Premises as may seem judicious to Lender, to insure and reinsure the Premises and all risks incidental to Lender's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom; and

18.6 apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, Premiums and other charges applicable to the Premises, or in reduction of the Indebtedness in such order and manner as Lender shall select.

Without limiting the generality of the foregoing, Lender shall have all power, authority and duties as provided in the Act. Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Premises.

19. **Receiver.** Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint upon petition of Lender, and at Lender's sole option, a receiver of the Premises pursuant to the Act. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Borrower at the time of application for such receiver, and without regard to the then value of the Premises; and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Act, including the power to make leases to be binding upon all parties, including the mortgagor, the purchaser at a sale pursuant to a judgment of foreclosure, all as provided in the Act. In addition, such receiver shall also have the power to extend or modify any then existing leases, which extensions and modifications may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the note and beyond the date the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, notwithstanding any redemption, reinstatement, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser. In addition, such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether or not there is a redemption, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of this period. The court, from time to time, may authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness or the indebtedness secured by a 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 (b) the

deficiency in case of a sale and deficiency.

20. **Foreclosure Sale.** Except to the extent otherwise required by the Act, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority; first, all items which under the terms hereof constitute Indebtedness additional to the principal and interest evidenced by the Note in such order as Lender shall elect with interest thereon as herein provided; and second, all principal and interest remaining unpaid on the Note in such order as Lender shall elect; and lastly, any surplus to Borrower and its successors and assigns, as their rights may appear.

21. **Insurance During Foreclosure.** All rights and powers of Lender under Paragraphs 9 and 10 hereof, from and after the entry of judgment of foreclosure, shall continue in the Lender as decree creditor until confirmation of sale. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. The foreclosure decree may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors. In the event of foreclosure sale, Lender, without the consent of Borrower, may assign any Insurance Policies to the purchaser at the sale, or take such other steps as Lender may deem advisable to protect the interest of such purchaser.

22. **Waiver of Right of Redemption and Other Rights.** To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or claim or exercise any rights under any statute now or hereafter in force to redeem the property or any part thereof, or relating to the marshalling thereof, on foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights to redemption and reinstatement under the Act, on its own behalf, on behalf of all persons claiming or having an interest (direct and indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Borrower agrees that, by invoking or utilizing any applicable law or laws or otherwise, it will not hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will permit the exercise of every such

right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Borrower hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. If the Borrower is a trustee, Borrower represents that the provisions of this Paragraph 22 (including the waiver of redemption rights) were made at the express direction of Borrower's beneficiaries and the persons having the power of direction over Borrower and are made on behalf of the trust estate of Borrower and all beneficiaries of Borrower, as well as all other persons named above. Borrower acknowledges that the Premises do not constitute agricultural real estate as defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act.

23. **Lender's Performance of Borrower's Obligations.** In case of Default, either before or after acceleration of the Indebtedness or the foreclosure of the lien hereof, Lender may, but shall not be required to, make any payment or perform any act herein required of Borrower (whether or not Borrower is personally liable therefor) in any manner deemed expedient to Lender. Lender may, but shall not be required to, complete construction, furnishing and equipping of the Improvements and rent, operate and manage the Premises and the Improvements and pay operating costs, including management fees, of every kind in connection therewith, so that the Premises shall be useable for their intended purposes. All such monies paid and expenses incurred, including attorneys' fees, shall be so much additional Indebtedness, whether or not the Indebtedness, as a result thereof, shall exceed the face amount of the Note, and shall become immediately due with interest thereon at the Default Rate. Inaction of Lender shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Lender of its rights hereunder prevent any default from constituting a Default. Lender, in making any payment hereby authorized (a) relating to the Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs thereof, may do so in such amounts and to such persons as Lender may deem appropriate. Nothing contained herein shall be construed to require Lender to advance monies for any purpose.

24. **Rights Cumulative.** Each right herein or in any of the other Loan Documents conferred upon Lender is cumulative and in addition to every other right provided by law or in equity, and Lender may exercise each such right in any manner deemed expedient to Lender. Lender's exercise or failure to exercise any right shall not be deemed a waiver of that right or any other right or a waiver of any default. Except as otherwise specifically required herein, Lender is not required to give notice of its exercise of any right given to it by this Mortgage.

25. **Successors and Assigns.**

25.1 **Holder of the Note.** This Mortgage and each provision hereof shall be binding upon Borrower and its successors and assigns (including, without

limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Lender and its successors and assigns. Wherever herein Lender is referred to, such reference shall be deemed to include the holder from time to time of the Note; and each such holder of the Note shall have all of the rights afforded hereby, and may enforce the provisions hereof, as fully as if Lender had designated such holder of the Note herein by name.

25.2 **Covenants Run With Land; Successor Owners.** All of the covenants of this Mortgage shall run with the Land and are binding on any successor owners of the Land. If the ownership of Premises or any portion thereof becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with such person with reference to this Mortgage and the Indebtedness in the same manner as with Borrower without in any way releasing Borrower from its obligations hereunder. Borrower will give immediate written notice to Lender of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary the effectiveness of the provisions of Paragraph 15 hereof.

26. **Effect of Extensions and Amendments.** If the payment of the Indebtedness, or any part thereof, is extended or varied, or if any part of the security or guarantees therefor are released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Lender, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein, shall take such lien subject to the rights of Lender to amend, modify, extend or release the Note, this Mortgage or any other Loan Document, in each case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

27. **Environmental Matters.** Borrower represents that it is currently in compliance with, and covenants and agrees that it will manage and operate the Premises and will cause each tenant to occupy its demised portion of the Premises in compliance with, all federal, state and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, soil and water pollution, and the use, generation, storage, handling or disposal of hazardous or toxic substances or other materials (including, without limitation, raw materials, products, supplies or wastes). Borrower further covenants and agrees that it shall not install or permit to be installed in the Premises asbestos or any substance containing asbestos and deemed hazardous by or in violation of federal, state or local laws, rules, regulations or orders respecting such material. Borrower shall remove from the Premises and dispose of any such hazardous or toxic substances or other materials in a manner consistent with and in compliance with applicable laws, rules, regulations and ordinances and shall take any and all other action to remedy, rectify, rehabilitate and correct any violation of any applicable law, rule, regulation or ordinance concerning toxic or hazardous substances or any violation of any agreement entered into between Borrower, Lender and/or any third party with respect to hazardous or toxic materials. Borrower shall send to

Lender within five (5) days of receipt thereof, any citation, notice of violation or other notice of potential liability from any governmental or quasigovernmental authority empowered to regulate or oversee any of the foregoing activities.

28. Leases and Rents.

28.1 With the exception of leases ("Permitted Leases") which are (i) made in accordance with Borrower's normal course of operating its business at the Premises, (ii) for a term of less than five (5) years, (iii) made at current rental rates for comparable space in the area of the Premises, (iv) for a premises of less than 5,000 square feet, and (v) which do not, in the aggregate exceed 50,000 square feet of the Premises, all future Leases for all or any portion of the Premises are and shall be subject to the prior approval of Lender, and Borrower shall not amend, modify, extend, renew, terminate, surrender or cancel any Lease, except a Permitted Lease, in any respect without the prior written consent of Lender, which consent shall not be unreasonably withheld.

28.2 So long as no Default shall have occurred under this Mortgage, Borrower shall have the right to collect all of the rents arising from the Leases, or renewals thereof and shall hold the same, in trust, to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Premises, second to the cost of the maintenance of Insurance Policies upon the Premises required thereby, third to the maintenance and repairs required hereby and last to the payment of the Indebtedness then due and payable, before using any part of the rents for any other purposes.

29. Expenses. Borrower shall be responsible for payment of all reasonable costs incurred by Lender in connection with the making of the Loan, the preparation, execution and delivery of the Loan Documents, the day to day enforcement of the Loan Documents and the enforcement of any rights or remedies of Lender thereunder, including, without limitation, attorneys' fees and costs, consultants fees and costs, recording fees, title insurance premiums and appraisal fees.

30. Intentionally Omitted.

31. Future Advances. At all times, regardless of whether any loan proceeds have been disbursed, this Mortgage, secures as part of the Indebtedness the payment of all loan commissions, service charges, liquidated damages, attorneys' fees, expenses and advances due to or incurred by Lender in connection with the Indebtedness, all in accordance with the Note, this Mortgage, and the other Loan Documents; provided, however, that in no event shall the total amount of the Indebtedness, including loan proceeds disbursed plus any additional charges, exceed Twenty Million Eight Hundred Thousand and No/100 Dollars (\$20,800,000.00).

32. **Execution of Separate Security Agreements and Financing Statements; Estoppel Letter.** Borrower will do, execute, acknowledge and deliver all such further acts, conveyances, notes, mortgages, security agreements, financing statements and assurances as Lender shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Lender all property hereby or property intended so to be, whether now owned by Borrower or hereafter acquired. Without limitation on the foregoing, Borrower will assign to Lender, upon request, as further security for the Indebtedness, its interests in all agreements, contracts, licenses and permits affecting the Premises, such assignments to be made by instruments satisfactory to Lender, but no such assignment shall be construed as a consent by the Lender to any agreement, contract, license or permit or to impose upon Lender any obligations with respect thereto. From time to time, Borrower will furnish within five (5) days after Lender's request a written and duly acknowledged statement of the Indebtedness and whether any alleged offsets or defenses exist against the Indebtedness.

33. **Subrogation.** If any part of the Indebtedness is used directly or indirectly to satisfy, in whole or in part, any prior encumbrance upon the Premises or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

34. **Option to Subordinate.** At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Premises upon the execution by Lender and recording thereof, at any time hereafter, in the Office of the Recorder of Deeds for the county wherein the Premises are situated, of a unilateral declaration to that effect.

35. **Governing Law.** This Mortgage shall be construed and enforced according to the laws of the State of Illinois, without reference to the conflicts of law principles of that State. If any provision in this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

36. **WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION.** BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH BORROWER AND LENDER MAY BE PARTIES ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO, THIS MORTGAGE, THE NOTE AND ANY OF THE OTHER LOAN DOCUMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS,

INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER, AND BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

BORROWER (A) SUBMITS TO THE NONEXCLUSIVE PERSONAL JURISDICTION OF THE STATE OF ILLINOIS, THE COURTS THEREOF AND THE UNITED STATES DISTRICT COURTS SITTING THEREIN, FOR THE ENFORCEMENT OF THIS MORTGAGE, THE NOTE AND THE OTHER LOAN DOCUMENTS, (B) WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY JURISDICTION TO OBJECT ON ANY BASIS (INCLUDING, WITHOUT LIMITATION, INCONVENIENCE OF FORUM) TO JURISDICTION OR VENUE WITHIN THE STATE OF ILLINOIS FOR THE PURPOSE OF LITIGATION TO ENFORCE THIS MORTGAGE, THE NOTE OR THE OTHER LOAN DOCUMENTS, AND (C) AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN THE MANNER PRESCRIBED IN PARAGRAPH 45 FOR THE GIVING OF NOTICE TO THE BORROWER.

37. **CONSEQUENTIAL DAMAGES.** NO PARTY TO THIS MORTGAGE SHALL BE LIABLE TO ANY OTHER PARTY TO THIS MORTGAGE OR ANY OTHER PERSON OR ENTITY FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS MORTGAGE, THE NOTE, ANY OF THE OTHER LOAN DOCUMENTS, OR THE TRANSACTION CONTEMPLATED HEREBY AND THEREBY. NOTWITHSTANDING THE FOREGOING, BORROWER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LENDER IN RELATION TO ANY THIRD PARTY CLAIMS FOR ANY PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF THIS MORTGAGE, THE NOTE, ANY OF THE OTHER LOAN DOCUMENTS, OR THE TRANSACTION CONTEMPLATED HEREBY AND THEREBY.

38. **Business Loan.** The proceeds of the Note will be used for the purposes specified in Ill. Rev. Stat. ch. 17, para. 6404 (1987), 815 ILCS 205/4 (1992), and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section.

39. **Inspection of Premises and Records.** Borrower shall keep full and correct books and records showing in detail the income and expenses of the Premises. Lender and its agents shall have the right to inspect the Premises and all books, records and documents relating thereto

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during normal business hours, upon not less than seventy two (72) hours' prior notice.

40. **Financial Statements.** Borrower, within forty-five (45) days after the end of each fiscal quarter of Borrower shall furnish to Lender internally prepared, unaudited financial and operating statements of the Premises, prepared in accordance with generally accepted accounting principles, subject to potential year-end audit adjustments. Borrower, within ninety (90) days after its fiscal year-end will furnish to Lender financial and operating statements of the Premises for such fiscal year, including, but without limitation, a balance sheet and detailed statement of income and expenditures, all prepared in accordance with generally accepted principles of accounting consistently applied. Such annual financial and operating statements shall be certified by an independent certified accounting firm ("Borrower's Accountants") reasonably acceptable to Lender, in such manner as may be reasonably acceptable to Lender. Borrower's Accountants shall state whether, during the course of their audit, they discovered or became aware of any information which would lead them to believe that a Default exists.

41. **No Joint Venture.** Borrower acknowledges that the relationship between the parties is that of mortgagor and mortgagee and that in no event shall Lender be deemed to be a partner or joint venturer with Borrower. Lender shall not be deemed to be such a partner or joint venturer by reason of its becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage or any other of the Loan Documents.

42. **Time of the Essence.** Time is of the essence of the Note, this Mortgage and the other Loan Documents.

43. **Captions and Pronouns.** The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

44. **Separability.** If all or any portion of any provision of this Mortgage or the other Loan Documents shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable provision or portion thereof were not contained herein or therein.

45. **Notices.** Any notice or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or upon receipt if sent by Federal Express or any other nationally recognized overnight courier, or on the fourth business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Lender:

North American Healthcare
Financial Company, L.L.C.
c/o Medline Industries, Inc.
One Medline Place
Mundelein, Illinois 60060
Attention: Mr. James D. Abrams

with a copy to:

Pircher, Nichols & Meeks
900 North Michigan Avenue
Suite 1050
Chicago, Illinois 60611
Attention: Real Estate Notices (EJML)

If to Borrower:

Michael Reese Medical Center
Corporation
c/o Doctors Community Healthcare
Corporation
6730 North Scottsdale Road
Suite 200
Scottsdale, Arizona 85233
Attention: Mr. Paul Tuft

with a copy to:

Doctors Community Healthcare Corporation
6730 North Scottsdale Road
Suite 200
Scottsdale, Arizona 85233
Attention: Susan K. Engelhard, Esq.

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Lender by this Mortgage is not required to be given.

46. **No Merger.** It is the desire and intention of the parties hereto that this Mortgage and the lien hereof shall not merge in fee simple title to the Premises, unless a contrary intent is ever manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded. Therefore, it is hereby understood and agreed that should Lender acquire any additional or other interests in or to the Premises or the ownership thereof, then this Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

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IN WITNESS WHEREOF, Borrower has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

**MICHAEL REESE MEDICAL CENTER
CORPORATION**, a Delaware corporation

By: *Susan Engelhard*
Name: SUSAN ENGELHARD
Its: SECRETARY

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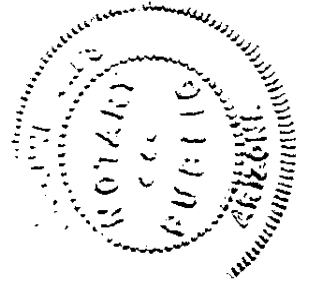
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, MARIANNE AMES a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SUSAN ENGELHARD the SECRETARY of Michael Reese Medical Center Corporation, a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that the signed and delivered said instrument as his own free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 29th day of December, A.D., 1999.

Marianne Ames
Notary Public

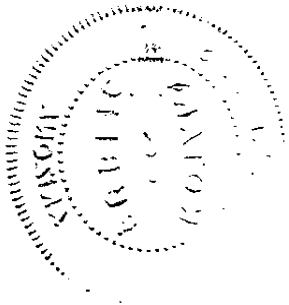
My Commission Expires:



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2025/01/01

Property of Cook County Clerk's Office



SEAL OF COOK COUNTY
ILLINOIS
JANUARY 1831
MAY 1831

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EXHIBIT A

LEGAL DESCRIPTIONS

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PARCEL 1:

LOT 2 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREET AND ALLEYS IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 1 LYING EASTERLY OF THE EAST LINE OF LOT 2 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREET AND ALLEYS IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING WESTERLY OF THE WESTERLY LINE OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY IN THE SUBDIVISION OF LOT 2 OF ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACKNOWLEDGED BY WILLIAM H. LAMB AND CONARD SEIPP, RECORDED SEPTEMBER 12, 1881 AS DOCUMENT 347390, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1 TO 10 AND THAT PART OF THE NORTH 1/2 OF EAST 27TH STREET AS VACATED BY ORDINANCE PASSED APRIL 30, 1981 AND RECORDED MAY 12, 1981 AS DOCUMENT 25867871 WHICH LIES SOUTH OF AND ADJOINING LOT 10 AFORESAID, IN JOHNSON'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 6 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREET AND ALLEYS IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 7 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREET AND ALLEYS IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOTS 34 TO 40 AND THE EAST 1/2 OF VACATED SOUTH BREWERY AVENUE WEST OF AND ADJOINING SAID LOTS 34 TO 40 IN W.F. JOHNSON'S RESUBDIVISION OF PART OF IGLEHART'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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THE SOUTH 1/2 OF VACATED EAST 27TH STREET LYING BETWEEN THE WESTERLY LINE OF THE ILLINOIS CENTRAL GULF RAILROAD AND A LINE 85 FEET WEST THEREOF AS MEASURED ALONG THE NORTH LINE OF SAID EAST 27TH STREET.

PARCEL 7:

THAT PART OF LOT 13 LYING EASTERLY OF ELLIS AVENUE IN FORSYTHE'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 2 FEET OF LOT 4 AND ALL OF LOT 5 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LAND IN THE SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT "A" IN A CONSOLIDATION BY MICHAEL REESE HOSPITAL OF CHICAGO OF ALL THAT PART OF BLOCK 3 OF MYRICK'S SECOND ADDITION TO CHICAGO LYING EAST OF AND ADJOINING THE EAST LINE OF ELLIS AVENUE, TOGETHER WITH A STRIP OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK 3 AND WEST OF AND ADJOINING THE WEST LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, RECORDED FEBRUARY 3, 1925 AS DOCUMENT 8760916, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 8 EXCEPT THAT PART DEDICATED OR TAKEN FOR EAST 29TH PLACE BY DOCUMENT 19096138, IN CHICAGO LAND CLEARANCE COMMISSION NO. 2 AND THE EASTERLY 1/2 OF VACATED SOUTH COTTAGE GROVE AVENUE LYING SOUTH OF EAST 29TH STREET AND NORTH OF EAST 29TH PLACE, COOK COUNTY, ILLINOIS.

PARCEL 10:

ALL OF LOTS 15 TO 50, 55 TO 58, 62 AND 63 IN BLOCK 2 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 OF MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE 15 FOOT VACATED ALLEY BETWEEN LOTS 15 TO 32 AND 33 TO 50 AND THE EASTERLY 1/2 OF VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 55 TO 58, 62 AND 63 IN BLOCK 2 AFORESAID AND THE WEST 1/2 OF VACATED ELLIS AVENUE, EAST OF AND ADJOINING LOTS 33 TO 50, INCLUSIVE, IN BLOCK 2 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 2 (EXCEPT THAT PART TAKEN FOR EAST 29TH PLACE) AND ALL OF LOT 3 IN H.R. WILSON'S RESUBDIVISION OF LOTS 51 AND 52 IN BLOCK 2 IN RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JULY 23, 1886 AS DOCUMENT 737661,

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ALSO

THE EAST 1/2 OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS.

PARCEL 12:

LOT 1 (EXCEPT THAT PART DEDICATED OR TAKEN FOR EAST 29TH PLACE) IN THE SUBDIVISION OF LOTS 53 AND 54 IN BLOCK 2 IN RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE EAST 1/2 OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS, IN COOK COUNTY, ILLINOIS,

PARCEL 13:

LOTS 1 TO 4 IN THE SUBDIVISION OF LOTS 59, 60 AND 61 IN BLOCK 2 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE EAST 1/2 OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS, IN COOK COUNTY, ILLINOIS.

PARCEL 14:

THE SOUTH 12.5 FEET OF LOT 43, NORTH 6.25 FEET OF LOT 45 AND ALL OF LOTS 1 TO 25, 28 TO 42 AND 46 TO 57, IN BLOCK 1 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6, IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACKNOWLEDGED BY EMMA A. SEIPP AND OTHERS, RECORDED MARCH 24, 1881 IN BOOK 16 PAGE 3, AS DOCUMENT 316602, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ALSO

THE 29 FOOT STRIP OF VACATED SOUTH LAKE PARK AVENUE EAST OF AND ADJOINING THE EAST LINE OF SAID BLOCK AND THE 16 FOOT VACATED ALLEY LYING BETWEEN LOTS 1 TO 29 AND LOTS 30 TO 57, IN SAID BLOCK 1,

ALSO

THE EAST 1/2 OF VACATED ELLIS AVENUE WEST OF AND ADJOINING LOTS 11 TO 25, LOTS 28 AND 29 AND THE SOUTH 1.52 FEET OF LOT 10 IN BLOCK 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 15:

LOTS 1, 2 AND 3 IN THE SUBDIVISION OF LOTS 26 AND 27 IN BLOCK 1 IN RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACKNOWLEDGED BY MARY S. KELLEY, RECORDED SEPTEMBER 27, 1882 AS DOCUMENT 422388,

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ALSO

THE WEST 1/2 OF VACATED ALLEY EAST AND ADJOINING SAID LOTS.

AND

THE EAST 1/4 OF VACATED ELLIS AVENUE WEST AND ADJOINING LOTS 1, 2 AND 3, IN COOK COUNTY, ILLINOIS.

PARCEL 16:

LOTS 1, 2, AND 3 IN RESUBDIVISION OF THE SOUTH 18.75 FEET OF LOT 45 AND THE NORTH 12.5 FEET OF LOT 43, AND ALL OF LOT 44 IN BLOCK 1 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 1/2 OF THE VACATED ALLEY WEST OF AND ADJOINING SAID LOTS,

AND

A 29 FOOT STRIP OF VACATED SOUTH LAKE PARK AVENUE EAST OF AND ADJOINING SAID LOTS 1, 2 AND 3, IN COOK COUNTY, ILLINOIS.

PARCEL 17:

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART LYING EAST OF A LINE 133.84 FEET MEASURED PERPENDICULARLY TO AND AT RIGHT ANGLES TO THE WESTERLY LINE OF VACATED ELLIS AVENUE) IN BLOCK 3 IN RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 23, 1881 AS DOCUMENT 316602, IN BOOK 16, PAGE 3 OF PLATS, IN COOK COUNTY, ILLINOIS.

PARCEL 18:

LOTS 1 TO 4 AND LOT 26 (EXCEPT THAT PART FALLING WITHIN THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED AND THE WESTERLY LINE OF SOUTH ELLIS AVENUE NOW VACATED; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SOUTH ELLIS AVENUE NOW VACATED, A DISTANCE OF 191.65 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE OF SAID VACATED STREET A DISTANCE OF 133.84 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 193.62 FEET TO THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED; THENCE EASTERLY ALONG THE WESTERLY LINE OF SAID VACATED STREET A DISTANCE OF 133.85 FEET TO THE POINT OF BEGINNING) TOGETHER WITH LOT 8 (EXCEPT THAT PART TAKEN BY THE CHICAGO LAND CLEARANCE COMMISSION NO. 2) AND ALL OF LOTS 5 TO 7 AND LOTS 23 TO 25 IN BLOCK 1 OF C.W. RIGDON'S RESUBDIVISION OF THE SOUTH 5.53 ACRES MORE OR LESS OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE

14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF COTTAGE GROVE ANVEUE, RECORDED SEPTEMBER 18, 1875 AS DOCUMENT 49599, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 19:

LOTS 1 TO 6 AND LOTS 10 TO 15 AND THE 16 FOOT ALLEY LYING BETWEEN SAID LOTS IN SUBDIVISION OF LOTS 1, 2 AND 3 IN BLOCK 5 OF MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 6, 1880 AS DOCUMENT 265167, TOGETHER WITH A 32 FOOT STRIP OF VACATED SOUTH LAKE PARK EAST OF AND ADJOINING SAID LOTS 1 TO 6, IN COOK COUNTY, ILLINOIS.

PARCEL 20:

LOTS 1 AND 2 AND THE WEST 1/2 OF THE VACATED 16 FOOT PUBLIC ALLEY EAST OF AND ADJOINING SAID LOTS IN SAMUEL M. PARISH'S SECOND GROVELAND AVENUE SUBDIVISON IN THE SOUTEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED SEPTEMBER 26, 1885 AS DOCUMENT 656653, IN COOK COUNTY, ILLINOIS.

PARCEL 21:

LOTS 2 TO 23 (EXCEPT THAT PORTION OF LOTS 12 AND 13 TAKEN FOR WIDENING OF EAST 31ST STREET) IN BLOCK 2 IN C.W. RIGDON'S RESUBDIVISION OF THE SOUTH 5.53 ACRES MORE OR LESS OF THAT PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF COTTAGE GROVE AVENUE, RECORDED SEPTEMBER 18, 1875 AS DOCUMENT 49599, TOGETHER WITH THE NORTHERLY AND SOUTHERLY VACATED ALLEY LYING BETWEEN LOTS 2 TO 12 AND LOTS 13 TO 23, AND A 32 FOOT STRIP OF VACATED SOUTH LAKE PARK AVENUE EASTERLY AND ADJOINING SAID LOTS 13 TO 23 (EXCEPT THAT PART THEREOF TAKEN FOR WIDENING 31ST STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 21A:

LOTS 1 AND 2 (EXCEPT THAT PART THEREOF CONVEYED TO CHICAGO LAND CLEARANCE COMMISSION BY DEED RECORDED OCTOBER 31, 1958, AS DOCUMENT 17364389) AND THE EAST 1/2 OF VACATED ALLEY WEST OF AND ADJOINING SAID LOTS IN THE FARRAGUT BOAT CLUB SUBDIVISION IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JANUARY 5, 1889 AS DOCUMENT 1047528, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TOGETHER WITH A 32 FOOT STRIP OF VACATED SOUTH LAKE PARK AVENUE EAST OF ADJOINING SAID LOTS 1 AND 2, IN COOK COUNTY, ILLINOIS.

PARCEL 22:

THAT PART OF EAST 30TH STREET, NOW VACATED, LYING BETWEEN THE EAST LINE OF SOUTH COTTAGE GROVE AVENUE AND A LINE 29 FEET EASTERLY OF THE EASTERLY LINE, PRODUCED SOUTHERLY OF BLOCK 1 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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AND

THAT PART OF SOUTH ELLIS AVENUE, NOW VACATED LYING BETWEEN THE NORTH LINE OF EAST 31ST STREET (AS WIDENED) AND THE SOUTH LINE OF EAST 30TH STREET NOW VACATED

EXCEPT THAT PART OF SAID STREET DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED, 71.46 FEET NORTHEASTERLY OF THE EASTERLY LINE OF SOUTH COTTAGE GROVE AVENUE; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED, A DISTANCE OF 10 FEET; THENCE NORTHEASTERLY PARALLEL TO THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED AND EXTENDED EASTERLY, A DISTANCE OF 143.86 FEET; THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SOUTH ELLIS AVENUE, NOW VACATED, EXTENDED NORTHERLY A DISTANCE OF 201.65 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 10 FEET TO THE WESTERLY LINE OF ELLIS AVENUE, NOW VACATED; THENCE NORTHERLY ALONG SAID WESTERLY LINE TO THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED; THENCE WESTERLY ALONG SAID SOUTHERLY LINE, 133.86 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PART FALLING WITHIN LOT 12 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2 AFORESAID), IN COOK COUNTY, ILLINOIS.

PARCEL 23:

LOT 12 IN THE CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 24:

LOT 13 IN THE CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 25:

LOT 11 IN THE CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREETS AND ALLEYS IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 26:

THAT PART OF VACATED SOUTH ELLIS AVENUE AND VACATED EAST 29TH PLACE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF EAST 29TH STREET (66 FEET WIDE) AND THE EASTERLY LINE OF VACATED SOUTH ELLIS AVENUE; THENCE WEST ALONG THE WESTWARD EXTENSION OF SAID SOUTH 29TH STREET, A DISTANCE OF 68.85 FEET TO

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THE WESTERLY LINE OF SAID SOUTH ELLIS AVENUE; THENCE SOUTHEASTERLY ALONG SAID WESTERLY LINE A DISTANCE OF 225.48 FEET TO THE NORTHERLY LINE OF VACATED EAST 29TH PLACE; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 198.38 FEET TO THE EASTERLY LINE OF SOUTH COTTAGE GROVE AVENUE (66 FEET); THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY EXTENSION OF SAID SOUTH COTTAGE GROVE AVENUE A DISTANCE OF 66.00 FEET TO THE SOUTHERLY LINE OF SAID VACATED EAST 29TH PLACE; THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF EAST 29TH PLACE AND ITS NORTHEASTERLY EXTENSION A DISTANCE OF 265.11 FEET TO THE EASTERLY LINE OF SAID SOUTH ELLIS AVENUE; THENCE NORTHEASTERLY ALONG SAID EASTERLY LINE OF SOUTH ELLIS AVENUE A DISTANCE OF 271.99 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND LYING IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 27:

THE WEST 1/2 OF VACATED SOUTH ELLIS AVENUE (66 FEET WIDE) LYING SOUTHERLY OF THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF VACATED EAST 29TH PLACE AND LYING NORTHERLY OF THE NORTHEASTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 3 IN H.R. WILSON'S RESUBDIVISION OF LOTS 51 AND 52 IN BLOCK 2 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 28:

THE NORTH 1/2 OF THE VACATED 12 FOOT WIDE ALLEY LYING EASTERLY OF THE CENTER LINE OF VACATED SOUTH BREWERY AVENUE AND WESTERLY OF THE SOUTHEASTERLY EXTENSION OF THE EASTERLY LINE OF LOT 40 IN W.F. JOHNSON'S RESUBDIVISION OF PART OF IGLEHART'S SUBDIVISION, BEING LOTS 1, 2, 5, 6, 9, 10, 14, 15, 19, 20, 24, 25, 29 AND 30 IN IGELHART'S SUBDIVISION OF PARTS OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 29:

THAT PART OF A VACATED 12 FOOT WIDE ALLEY LYING BETWEEN PART OF LOTS 4, 5 AND 26 AND ALL OF LOTS 5, 6, 7, 23, 24 AND 25 IN BLOCK 1 OF C.W. RIGDON'S RESUBDIVISION OF THE SOUTH 5.53 ACRES, MORE OR LESS OF THAT PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE LINE THAT IS MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE OF VACATED SOUTH ELLIS AVENUE AT A POINT 191.65 FEET SOUTH OF THE SOUTH LINE OF VACATED EAST 30TH STREET (AS MEASURED ALONG SAID SOUTH ELLIS AVENUE) AND LYING NORTH OF THE NORTH LINE OF LOT 12 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREET AND ALLEY IN THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 27.

PARCEL 30:

EASEMENT FOR THE BENEFIT OF PARCELS 1 THROUGH 29 AS CREATED BY GRANT FROM THE NORTHERN TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER THE LAST

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WILL AND TESTAMENT OF EMANUEL FRIEN TO MICHAEL REESE HOSPITAL AND MEDICAL CENTER, A NOT-FOR-PROFIT CORPORATION OF ILLINOIS DATED AS OF DECEMBER 1, 1977 AND RECORDED JANUARY 10, 1978 AS DOCUMENT 24279402 AND FILED JANUARY 11, 1978 AS DOCUMENT LR2992789, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER AND THROUGH THE SURFACE AND SUBSURFACE PREMISES, AS THEREIN DEFINED, IN THE FOLLOWING DESCRIBED LAND:

LOTS 5, 6, 7, 8 AND 9 IN BLOCK 3 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

ALSO

LOTS 1 AND 2 IN MARTHA T. KNIGHT'S SUBDIVISION OF LOT 27 IN BLOCK 1 IN C.W. RIGDON'S RESUBDIVISION OF THE SOUTH 5.53 ACRES, MORE OR LESS, OF THAT PART OF THE SOUTH EAST FRACTIONAL SECTION 27, AFORESAID LYING EAST OF COTTAGE GROVE AVENUE AND PART OF LOT 4 IN MYRICK'S SECOND ADDITION TO CHICAGO AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

ALL OF THAT PART OF THE 16 FOOT VACATED ALLEY LYING WEST OF LOTS 5, 6, 7, 8 AND 9 IN BLOCK 3 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO LYING NORTHERLY OF THE NORTHERLY LINE OF THE SOUTHERLY 16 FEET OF LOT 1 IN BLOCK 1 IN C.W. RIGDON'S RESUBDIVISION AFORESAID EXTENDED EASTERLY, TOGETHER WITH THAT PART OF SAID VACATED 16 FOOT ALLEY LYING SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERLY 16 FEET OF SAID LOT 1 EXTENDED EASTERLY OF THE EASTERLY LINE OF THE 12 FOOT ALLEY EXTENDED NORTHERLY IN BLOCK 1 IN SAID C.W. RIGDON'S RESUBDIVISION, ALL IN COOK COUNTY, ILLINOIS,

ALSO

THAT PART OF LOTS 1 TO 9, INCLUSIVE AND THE VACATED ALLEY IN BLOCK 3 IN THE RESUBDIVISION OF BLOCK 4 AND LOTS 4, 5 AND 6 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO IN THE SOUTHEAST 1/4 SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF LOTS 1 TO 4, INCLUSIVE AND LOT 26 AND THE VACATED ALLEY LYING EAST OF AND ADJOINING SAID LOTS 1 TO 4, IN BLOCK 1 IN C.W. RIGDON'S RESUBDIVISION OF THE SOUTH 5.53 ACRES MORE OR LESS OF THAT PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 27, LYING EAST OF COTTAGE GROVE AVENUE

ALSO LOTS 1 AND 2 OF MARTHA T. KNIGHT'S SUBDIVISION OF LOT 27 IN BLOCK 2 IN C.W. RIGDON'S RESUBDIVISION AFORESAID AND PART OF LOT 4 IN BLOCK 5 IN MYRICK'S SECOND ADDITION TO CHICAGO AFORESAID, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED AND THE WESTERLY LINE OF SOUTH ELLIS AVENUE NOW VACATED; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SOUTH ELLIS AVENUE NOW VACATED, A DISTANCE OF 191.65 FEET; THENCE WESTERLY AT RIGHT ANGLES TO THE WESTERLY LINE

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OF SAID VACATED STREET A DISTANCE OF 133.84 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 193.62 FEET TO THE SOUTHERLY LINE OF EAST 30TH STREET, NOW VACATED; THENCE EASTERLY ALONG THE WESTERLY LINE OF SAID VACATED STREET A DISTANCE OF 133.86 FEET TO THE POINT OF BEGINNING, TOGETHER WITH THE SOUTHERLY 10 FEET OF VACATED EAST 30TH STREET LYING NORTH AND ADJOINING THE ABOVE DESCRIBED PROPERTY; ALSO, THE WESTERLY 10 FEET OF VACATED SOUTH ELLIS AVENUE LYING EAST OF AND ADJOINING SAID DESCRIBED PROPERTY; ALSO THE WESTERLY 10 FEET OF VACATED STREET LYING EAST AND ADJOINING THE WESTERLY LINE OF VACATED SOUTH ELLIS AVENUE, EXTENDED NORTH AND LYING SOUTH OF THE NORTH LINE OF THE SOUTH 10 FEET OF VACATED 30TH STREET EXCEPTING ALL THE REAL ESTATE DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MARCH 23, 1955, FROM MICHAEL REESE HOSPITAL OF CHICAGO, A CORPORATION OF ILLINOIS AS GRANTOR TO THE NORTHERN TRUST COMPANY, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF EMANUEL FRIEN, DECEASED, AS GRANTEE, WHICH WARRANTY DEED WAS RECORDED JULY 9, 1956 AS DOCUMENT 16632429, IN COOK COUNTY, ILLINOIS.

PARCEL 31 INTENTIONALLY DELETED.

PARCEL 32:

LOT 4 (EXCEPT THE SOUTH 525 FEET) AND ALL OF LOT 3 IN CHICAGO LAND CLEARANCE COMMISSION NO. 2, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VACATED STREET AND ALLEYS IN THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1959 AS DOCUMENT NUMBER 17511645, AND FILED IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, ON MAY 11, 1959 AS DOCUMENT NUMBER LR1860227, IN COOK COUNTY, ILLINOIS.

PARCEL 33:

A TRACT OF LAND IN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING THAT PART OF LOT 1 IN ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN SAID FRACTIONAL QUARTER LYING EASTERLY OF CHICAGO LAND CLEARANCE COMMISSION NO. 2 (A CONSOLIDATION) AND WEST OF THE WEST RIGHT- OF- WAY LINE OF THE ILLINOIS CENTRAL RAILROAD (EXCEPTING THEREFROM A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID ASSESSOR'S LOT 1 WHICH IS 93.78 FEET WEST OF ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE SOUTH 69 DEGREES 19 MINUTES 35 SECONDS EAST 65.39 FEET; THENCE SOUTH 54 DEGREES 49 MINUTES 46 SECONDS EAST 22.94 FEET; THENCE SOUTH 34 DEGREES 44 MINUTES 29 SECONDS EAST 75.32 FEET; THENCE NORTH 16 DEGREES 31 MINUTES 10 SECONDS WEST 102.28 FEET ALONG THE WEST RIGHT OF WAY LINE OF THE ILLINOIS CENTRAL RAILROAD; THENCE NORTH 89 DEGREES 35 MINUTES 08 SECONDS WEST 93.78 FEET ALONG THE NORTH LINE OF SAID ASSESSOR'S LOT 1 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS,

ALSO

ALL OF LOT 2 AND WESTERLY 1/2 OF THE VACATED ALLEY EASTERLY OF SAID LOT 2 IN THE SUBDIVISION OF LOT 2 OF ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 27.

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ALSO

LOTS 21 AND 22 AND THE WESTERLY 1/2 OF THE ALLEY LYING EASTERLY OF SAID LOTS 21 AND 22 IN JOHNSON'S SUBDIVISION OF PART OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 27.

PARCEL 34:

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF LOT 1 IN THE ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN SAID FRACTIONAL 1/4 LYING EASTERLY OF CHICAGO LAND CLEARANCE COMMISSION NO. 2 (A CONSOLIDATION), LYING NORTH OF THE NORTH LINE OF LOTS 1 AND 2 (AND THEIR EXTENSIONS) IN THE SUBDIVISION OF LOT 2 OF THE ASSESSOR'S DIVISION OF UNSUBDIVIDED LANDS IN SAID FRACTIONAL 1/4, AND LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY.

Address: 2929 South Ellis Avenue, Chicago, Illinois

Property Identification Numbers: 17-27-400-006; 17-27-400-008; 17-27-402-009;
17-27-402-014; 17-27-402-016; 17-27-402-016; 17-27-402-017; 17-27-402-019; 17-27-402-020;
17-27-402-021; 17-27-404-018; 17-24-404-019; 17-27-405-011; 17-27-406-003; 17-27-406-006;
17-27-407-063; 17-27-408-048; 17-27-409-041; 17-27-409-067; 17-27-409-068; 17-27-409-069;
17-27-409-070; 17-27-409-071; 17-27-409-072; 17-27-409-073; 17-27-410-061; 17-27-413-034;
17-27-413-037; 17-27-413-038; 17-27-414-043; 17-27-414-044.

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EXHIBIT B

PERMITTED EXCEPTIONS

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- (A) GENERAL REAL ESTATE TAXES FOR THE YEAR 1999. TAX NUMBERS 17-27-400-006 (PART OF PARCEL 32); 17-27-400-008 (PART OF PARCEL 32); 17-27-402-009 (PART OF PARCEL 33); 17-27-402-014 (PART OF PARCEL 33 AND PART OF PARCEL 34); 17-27-402-016 (PART OF PARCEL 33); 17-27-402-017 (PART OF PARCEL 33 AND PART OF PARCEL 34); 17-27-402-019 (PART OF PARCEL 1 AND PART OF PARCEL 33); 17-27-402-020 (PARCEL 2); 17-27-402-021 (PARCEL 3); 17-27-404-018 (PARCEL 6 AND PARCEL 28); 17-27-404-019 (PARCEL 5); 17-27-405-011 (PARCEL 4); 17-27-406-003 (PARCEL 8); 17-27-406-006 (PARCEL 7); 17-27-407-063 (PARCEL 24); 17-27-408-048 (PARCEL 25); 17-27-409-041 (PARCELS 11, 27 AND PART OF PARCEL 14); 17-27-409-067 (PARCEL 12 AND PART OF PARCEL 26); 17-27-409-068 (PART OF PARCEL 26); 17-27-409-069 (PART OF PARCEL 26); 17-27-409-070 (PART OF PARCEL 26); 17-27-409-071 (PART OF PARCEL 26 PART OF PARCEL 10 AND PART OF PARCEL 13); 17-27-409-072 (PART OF PARCEL 10 AND PART OF PARCEL 22); 17-27-409-073 (PART OF PARCEL 9); 17-27-410-061 (PARCELS 14, 15 & 16 AND PART OF PARCEL 22); 17-27-413-034 (PARCEL 23); 17-27-413-037 (PART OF PARCEL 22, 17 AND PART OF PARCEL 30); 17-27-413-038 (PARCEL 18 AND PART OF PARCEL 30, PARCEL 29 AND PART OF PARCEL 22); 17-27-414-043 (PARCEL 19, PART OF PARCEL 22, PART OF PARCEL 20 & ALL OF PARCEL 21A); 17-27-414-044 (PARCEL 27 AND PART OF PARCEL 20).

- ~~(B) CONTRACTORS CLAIM FOR LIEN DATED SEPTEMBER 31, 1999 AND RECORDED SEPTEMBER 22, 1999 AS DOCUMENT NUMBER 99896337 FILED BY EMPE, INC. AGAINST MICHAEL REESE HOSPITAL AND MEDICAL CENTER OF CHICAGO, ILLINOIS IN THE AMOUNT OF \$90,226.27.~~

~~NOTE: AFFECTS PARCELS 7, 9 AND 16.~~

- (F) ENVIRONMENTAL DISCLOSURE DOCUMENT RECORDED NOVEMBER 13, 1998 AS DOCUMENT NUMBER 08027248 BETWEEN GALEN HOSPITAL ILLINOIS, INC. AND MICHAEL REESE MEDICAL CENTER CORPORATION.
- (G) GRANT BY MICHAEL REESE HOSPITAL OF CHICAGO, A CORPORATION OF ILLINOIS TO THE COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS DATED OCTOBER 29, 1948 AND RECORDED SEPTEMBER 27, 1949 AS DOCUMENT 14640815, OF THE RIGHT TO ERECT AND MAINTAIN POLES, CROSSARMS, WIRES, CONDUITS AND OTHER OVERHEAD AND UNDERGROUND EQUIPMENT FOR THE TRANSMISSION OF ELECTRICITY IN, UPON, OVER AND UNDERNEATH THE LAND. (AFFECTS PARCEL 16).
- (H) PERPETUAL EASEMENT FOR GAS MAIN OR MAINS AND SERVICE PIPES AND NECESSARY ATTACHMENTS, CONNECTIONS AND FIXTURES IN, THROUGH, UNDER AND ACROSS PART OF PARCEL 4 OF THE LAND, AS GRANTED BY EASEMENT AGREEMENT DATED JANUARY 26, 1960 AND RECORDED FEBRUARY 24, 1960 AS DOCUMENT 17789185 FROM MICHAEL REESE HOSPITAL OF CHICAGO TO THE PEOPLES GAS, LIGHT AND COKE COMPANY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF THE TERMS, COVENANTS AND AGREEMENTS THEREIN CONTAINED.

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(AFFECTS PARCEL 6)

6. (I) PERPETUAL EASEMENT FOR GAS MAIN OR MAINS AND SERVICE PIPES AND NECESSARY ATTACHMENTS, CONNECTIONS AND FIXTURES IN, THROUGH, UNDER AND ACROSS PART OF PARCEL 4 OF THE LAND, AS GRANTED BY EASEMENT AGREEMENT DATED NOVEMBER 20, 1961 AND RECORDED JANUARY 9, 1962 AS DOCUMENT 18373313 FROM MICHAEL REESE HOSPITAL AND MEDICAL CENTER TO THE PEOPLES GAS, LIGHT AND COKE COMPANY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF THE TERMS, COVENANTS AND AGREEMENTS THEREIN CONTAINED.

(AFFECTS PARCEL 4)

7. (J) PERPETUAL EASEMENT FOR GAS MAIN OR MAINS AND SERVICE PIPES AND NECESSARY ATTACHMENTS, CONNECTIONS AND FIXTURES IN, THROUGH, UNDER AND ACROSS THE EASTERLY 10 FEET OF PARCEL 6 OF THE LAND, AS GRANTED BY EASEMENT AGREEMENT DATED JULY 20, 1963 AND RECORDED AUGUST 3, 1963 AS DOCUMENT 19202012 FROM MICHAEL REESE HOSPITAL AND MEDICAL CENTER TO THE PEOPLES GAS, LIGHT AND COKE COMPANY, ITS SUCCESSORS AND ASSIGNS AND ALL OF THE TERMS, COVENANTS AND AGREEMENTS THEREIN CONTAINED.

(AFFECTS THE EASTERY 10 FEET OF PARCEL 6)

8. (K) PERPETUAL EASEMENT FOR GAS MAIN OR MAINS AND SERVICE PIPES AND NECESSARY ATTACHMENTS, CONNECTIONS AND FIXTURES IN, THROUGH, UNDER AND ACROSS PART OF PARCEL 22 OF THE LAND, AS GRANTED BY EASEMENT AGREEMENT DATED NOVEMBER 4, 1957 AND RECORDED NOVEMBER 14, 1957 AS DOCUMENT 17065468 FROM MICHAEL REESE RESEARCH FOUNDATION TO THE PEOPLES GAS, LIGHT AND COKE COMPANY, ITS SUCCESSORS AND ASSIGNS AND ALL OF THE TERMS, COVENANTS AND AGREEMENTS THEREIN CONTAINED.

(AFFECTS PARCEL 22)

9. (L) EASEMENT AGREEMENT, DATED MARCH 17, 1969 AND RECORDED MARCH 28, 1969 AS DOCUMENT 20795457 BY AND BETWEEN MICHAEL REESE HOSPITAL OF CHICAGO AND THE NORTHERN TRUST COMPANY, AS TRUSTEE UNDER THE LAST WILL AND TESTAMENT OF EMMANUEL FRIEND, DECEASED, RELATING TO CERTAIN SIDEWALK, DRIVENWAY, PARKING LIGHT AND AIR, AND OTHER EASEMENTS, AND ALL OF THE TERMS, COVENANTS AND AGREEMENT THEREIN CONTAINED. (AFFECTS PARCELS 1 TO 25).

10. (M) AGREEMENT DATED MAY 12, 1925 AND RECORDED MARCH 14, 1953 AS DOCUMENT 15617725 MADE BY ILLINOIS CENTRAL RAILROAD COMPANY AND THE CHICAGO CONSOLIDATED BREWING AND MALTING COMPANY WHEREBY SAID BREWING COMPANY AGREED THAT SAID RAILROAD COMPANY MIGHT WITHOUT AN OBJECTION BEING MADE BY SAID BREWING COMPANY, ITS SUCCESSORS AND ASSIGNS, INCLUDING ALL SUBSEQUENT OWNERS OF THE PREMISES, CONSTRUCT, ERECT, MAINTAIN AND USE IN PERPETUITY AN ELEVATED PASSAGWAY AND STAIRWAY SOUTH OF AND NEAR THE NORTH LINE OF EAST 27TH STREET AND IN EAST 27TH STREET IN FRONT OF PROPERTY OF CHICAGO CONSOLIDATED BREWING AND MALTING COMPANY AS SHOWN ON THE BLUE PRINT ATTACHED TO SAID AGREEMENT WHICH AGREEMENT PROVIDED THAT SAID CHICAGO CONSOLIDATED BREWING AND MALTING COMPANY FOR ITSELF, ITS SUCCESSOR AND ASSIGNS, AGREED THAT IT WOULD NOT AND THAT THEY WOULD NOT AT ANY TIME AFTER MAY 12, 1925 DO ANY ACT OF SUFFER OR PERMIT ANY ACT TO BE DONE OR ERECTED ANY BUILDING OR INSTALL CONSTRUCTION WORK OF ANY KIND OR SUFFER OR PERMIT ANY BUILDING OR CONSTRUCTION WORK OF ANY KIND WHICH WOULD INTERFERE WITH THE CONSTRUCTION, RENEWAL, REPAIR MAINTENANCE AND USE OF SAID

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ELEVATED PASSAGEWAY AND STAIRWAY, AS DISCLOSED BY PARAGRAPH 23 OF THE FORECLOSURE DECREE IN CASE 3126150 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, ENTITLED THE NORTHERN TRUST COMPANY OF ILLIONIS, AS TRUSTEE AGAINST THE CHICAGO CONSOLIDATED BREWING AND MALTING COMPANY, AND OTHERS.

(AFFECTS PARCELS 1, 2, 3, 5 AND 6)

11. (C) RESERVATION CONTAINED IN THE VACATION ORDINANCE RECORDED NOVEMBER 25, 1959 AS DOCUMENT 17720999 BY THE CITY OF CHICAGO, RESERVING THE EASTERLY 48 FEET OF THAT PART OF SOUTH COTTAGE GROVE AVENUE THEREIN VACATED, AS A RIGHT OF WAY FOR EXISTING SEWER AND WATER MAIN AND FOR THE INSTALLATION OF ANY ADDITIONAL SEWERS, WATER MAINS OR OTHER MUNICIPALLY OWNED SERVICE FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED IN SAID PART OF SOUTH COTTAGE GROVE AVENUE THEREIN VACATED AND FOR THE MAINTENANCE, RENEWAL AND RE-CONSTRUCTION OF SAID FACILITIES. IT IS FURTHER PROVIDED THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERRECTED ON SAID RIGHT OF WAY THEREIN RESERVED OR OTHER USE MADE OR SAID ARE WHICH IN THE JUDGMENT OF THE RESPECTIVE MUNICIPAL OFFICIALS HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES WOULD INTERFERE WINT THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF SUCH FACILITIES OR THE CONSTRUCTION OF ADDITIONAL MUNICIPALLY OWNED SERVICE FACILITIES.

(AFFECTS PARCEL 9)

12. (P) RESERVATION CONTAINED IN THE VACATION ORDINANCE RECORDED NOVEMBER 25, 1959 AS DOCUMENT 17720999 BY THE CITY OF CHICAGO RESERVING FOR THE BENEFIT OF THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, RIGHT OF WAY TO CONSTRUCT, OPERATE, USE, MAINTAIN, REPAIR, RELOCATE, REPLACE, RENEW AND REMOVE, POLES, CROSSARMS, WIRES, CABLES, CONDUIT AND OTHER OVERHEAD OR UNDERGROUND EQUIPMENT OR BOTH, FOR THE TRANSMISSION OF ELECTRIC ENERGY AND TELEPHONE MESSAGES, IN, UNDER, OVER, ACROSS AND ALONG ALL OF THE EASTERLY 1/2 OF SOUTH COTTAGE GROVE AVENUE, WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID LAND AT ALL TIMES FOR ANY AND ALL SUCH PURPOSES.

(AFFECTS PARCEL 9)

13. (Q) RESERVATION CONTAINED IN THE VACATION ORDINANCE RECORDED NOVEMBER 25, 1959 AS DOCUMENT 17720999 BY THE CITY OF CHICAGO RESERVING FOR THE BENEFIT OF THE PEOPLES GAS LIGHT AND COKE COMPANY ALL OF THE PART OF SOUTH COTTAGE GROVE AVENUE THEREIN VACATED, AS A RIGHT OF WAY FOR EXISTING FACILITIES AND FOR THE OPERATION, MAINTENANCE, REPAIR, RENEWAL AND REPLACEMENT OF SAID FACILITIES, WITH THE RIGHT OF WAY INGRESS TO AND EGRESS FROM SAID LAND AT ALL TIMES FOR ANY AND ALL SUCH PURPOSES. IT IS FURTHER PROVIDED THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERRECTED ON THE SAID RIGHT OF WAY THEREIN RESERVED FOR THE PEOPLES GAS LIGHT AND COKE COMPANY OR OTHER USE MADE OF SAID AREA WHICH WOULD INTERFERE WITH THE OPERATION, MAINTENANCE, REPAIR, RENEWAL OR REPLACEMENT OF SAID FACILITIES.

(AFFECTS PARCEL 9)

14. (R) RESERVATION CONTAINED IN THE ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CHICAGO RECORDED JUNE 8, 1954 AS DOCUMENT 15928126 VACATING THAT PART OF SOUTH

LAKE PARK AVENUE LYING WITHIN PARCELS 14, 16 AND 22 AND THAT PART OF EAST 30TH STREET LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF SOUTH ELLIS AVENUE AND SOUTHEASTERLY OF THE NORTHEASTERLY LINE OF SOUTH LAKE PARK AVENUE, RESERVING THE NORTHEASTERLY 25 FEET OF THE SOUTHWESTERLY 29 FEET OF THAT PART OF SOUTH LAKE PARK AVENUE THEREIN VACATED LYING BETWEEN THE NORTHWESTERLY LINE OF SAID EAST 30TH STREET PRODUCED EASTERLY 4 FEET AND A LINE 41 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID LINE, AS RIGHT OF WAYS FOR EXISTING SEWERS AND WATER MAINS, AND FOR THE INSTALLATION OF ANY ADDITIONAL SEWERS, WATER MAINS OR OTHER MUNICIPALLY OWNED SERVICE FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED IN VACATED STREETS AND FOR THE MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SUCH FACILITIES, WHICH ORDINANCE FURTHER PROVIDES THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERECTED ON THE SAID RIGHT OF WAY THEREIN RESERVED, OR OTHER USE MADE OF SAID AREA, WHICH IN THE JUDGMENT OF THE RESPECTIVE MUNICIPAL OFFICIALS HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF ADDITION MUNICIPALLY OWNED SERVICE FACILITIES.

(AFFECTS PARCELS 14, 16 AND 22)

15. (S) RESERVATION CONTAINED IN THE ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CHICAGO RECORDED SEPTEMBER 17, 1957 AS DOCUMENT 17013801 VACATING SOUTH ELLIS AVENUE BETWEEN THE SOUTH LINE OF EAST 30TH STREET AND THE NORTH LINE OF EAST 31ST STREET, AND TWO EAST AND WEST 16 FOOT ALLEYS AND THE 12 FOOT ALLEY LYING IN THE BLOCK BOUNDED BY EAST 30TH STREET, EAST 31ST STREET, SOUTH COTTAGE GROVE AVENUE AND ELLIS AVENUE, RESERVING THE SOUTH WESTERLY 43 FEET OF THAT PART OF ELLIS AVENUE THEREIN VACATED, TOGETHER WITH ALL THAT PART OF THE NORTHEASTERLY 23 FEET OF THAT PART OF SOUTH ELLIS AVENUE THEREIN VACATED LYING BETWEEN LINES 161 FEET AND 171 FEET NORTHWESTERLY OF THE NORTH LINE OF EAST 31ST STREET, AS MEASURED ALONG THE NORTHEASTERLY LINE OF SOUTH ELLIS AVENUE AND DRAWN AT RIGHT ANGLES THERETO, AS RIGHTS OF WAY FOR EXISTING SEWERS AND WATER MAINS, AND FOR THE INSTALLATION OF ANY ADDITIONAL SEWERS, WATER MAINS OR OTHER MUNICIPALLY OWNED SERVICE FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED IN SAID PART OF SOUTH ELLIS AVENUE THEREIN VACATED, AND FOR THE MAINTENANCE, RENEWAL, AND RECONSTRUCTION OF SUCH FACILITIES, WHICH ORDINANCE FURTHER PROVIDES THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERECTED ON THE SAID RIGHT OF WAY THEREIN RESERVED, OR OTHER USE MADE OF SAID AREA WHICH IN THE JUDGMENT OF THE RESPECTIVE MUNICIPAL OFFICIALS HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF ADDITION MUNICIPALLY OWNED SERVICE FACILITIES.

(AFFECTS PARCELS 22, 23 AND 30)

16. (T) RESERVATION CONTAINED IN THE ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CHICAGO RECORDED SEPTEMBER 17, 1957 AS DOCUMENT 17013803 VACATING EAST 30TH STREET BETWEEN SOUTH COTTAGE GROVE AVENUE AND SOUTH ELLIS AVENUE AND ALL OF NORTHWESTERLY-SOUTHWESTERLY PUBLIC ALLEY IN THE BLOCK BOUNDED BY EAST 29TH STREET, EAST 30TH STREET, SOUTH COTTAGE GROVE AVENUE AND VACATED ELLIS AVENUE, RESERVING THE NORTHWESTERLY 41 FEET OF THAT PART OF EAST 30TH STREET AND THE INTERSECTION OF SAID EAST 30TH STREET AND SOUTH ELLIS AVENUE THEREIN VACATED, TOGETHER WITH THAT PART OF SAID INTERSECTION OF EAST 30TH STREET AND SOUTH ELLIS AVENUE THEREIN VACATED LYING SOUTHEAST OF AND ADJOINING THE NORTHWESTERLY 41 FEET OF SAID INTERSECTION BETWEEN THE SOUTHWESTERLY LINE OF

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SOUTH ELLIS AVENUE, PRODUCED NORTHWESTERLY, AND A LINE 41 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID LINES, ALSO ALL OF THE SOUTHEASTERLY 130 FEET OF THE NORTHWESTERLY AND SOUTHEASTERLY 16 FOOT PUBLIC ALLEY THEREIN VACATED, AS RIGHTS OF WAY FOR EXISTING SEWERS AND WATER MAINS, AND FOR THE INSTALLATION OF ANY ADDITIONAL SEWERS, WATER MAINS OR OTHER MUNICIPALLY OWNED SERVICE FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED IN SAID PARTS OF EAST 30TH STREET AND THE INTERSECTION OF EAST 30TH STREET AND SOUTH ELLIS AVENUE THEREIN VACATED, AND FOR THE MAINTENANCE, RENEWAL, AND RECONSTRUCTION OF SUCH FACILITIES, WHICH ORDINANCE FURTHER PROVIDES THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERECTED ON THE SAID RIGHT OF WAY THEREIN RESERVED, OR OTHER USE MADE OF SAID AREA WHICH IN THE JUDGMENT OF THE RESPECTIVE MUNICIPAL OFFICIALS HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF ADDITION MUNICIPALLY OWNED SERVICE FACILITIES.

(AFFECTS PARCELS 10, 11, 12, 13, 22 AND 26)

17. (U) RESERVATION CONTAINED IN THE VACATION ORDINANCE PASSED BY THE CITY OF CHICAGO RECORDED APRIL 5, 1957 AS DOCUMENT 16869168 VACATING PORTIONS OF EAST 27TH STREET, SOUTH VERNON AVENUE AND OF ADJOINING PUBLIC ALLEYS, ETC., RESERVING FOR THE BENEFIT OF THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, RIGHTS OF WAY TO CONSTRUCT, OPERATE, USE MAINTAIN, REPAIR, RELOCATED, REPLACE, RENEW AND REMOVE, POLES, CROSSARMS, WIRES, CABLES, CONDUIT AND OTHER OVERHEAD OR UNDERGROUND EQUIPMENT OR BOTH, FOR THE TRANSMISSION OF ELECTRIC ENERGY AND TELEPHONE MESSAGES, IN, UNDER, OVER, ACROSS AND ALONG ALL OF THE EASTERLY 1/2 OF SOUTH COTTAGE GROVE AVENUE, WITH RIGHT OF INGRESS TO AND EGRESS FROM SAID LAND AT ALL TIMES FOR ANY AND ALL SUCH PURPOSES.

(AFFECTS VACATED ALLEYS IN PARCELS 24 AND 25)

18. (V) RESERVATION CONTAINED IN THE ORDINANCE OF THE CITY OF CHICAGO RECORDED APRIL 17, 1959 AS DOCUMENT 17511644 VACATING PARTS OF SOUTH COTTAGE GROVE AVENUE, SOUTH INGLEHART PLACE, SOUTH BREWEY AVENUE, EAST 27TH STREET, EAST 28TH STREET AND EAST 30TH STREET, TOGETHER WITH CERTAIN ADJACENT ALLEYS, OF ALL THAT PART OF 27TH STREET THEREIN VACATED AND ALL THAT PART OF EAST 30TH STREET THEREIN VACATED LYING BETWEEN LINES 15 FEET IN EACH SIDE OF THE CENTER LINE OF SAID EAST 30TH STREET AS RIGHTS OF WAY FOR EXISTING SEWERS, ALSO ALL OF THOSE PARTS OF SOUTH COTTAGE GROVE AVENUE, SOUTH BREWEY AVENUE, EAST 27TH STREET AND EAST 28TH STREET THEREIN VACATED AND ALL THAT PART OF THE FIRST EAST-WEST PUBLIC ALLEY NORTH OF EAST 28TH STREET THEREIN VACATED, LYING EASTERLY OF THE EASTERLY LINE OF SOUTH ELLIS AVENUE PRODUCED NORTHWESTERLY ACROSS SAID ALLEY, AS RIGHTS OF WAY FOR EXISTING WATERMAINS AND FOR THE INSTALLATION OF ANY ADDITIONAL SEWERS, WATER MAINS OR OTHER MUNICIPALLY OWNED SERVICE FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED IN SAID PARTS OF PUBLIC STREETS THEREIN VACATED, AND FOR THE MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SAID FACILITIES. IT IS FURTHER PROVIDED THAT NO BUILDINGS OR OTHER STRUCTURES SHALL BE ERECTED ON THE SAID RIGHTS OF WAY THEREIN RESERVED OR OTHER USE MADE OF SAID AREA WHICH IN THE JUDGMENT OF THE RESPECTIVE MUNICIPAL OFFICIALS HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF SUCH FACILITIES, OR THE CONSTRUCTION OF ADDITIONAL MUNICIPALLY OWNED SERVICE FACILITIES.

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(AFFECTS PARCELS 1, 4, 5, 6 AND 7)

19. (W) RESERVATION CONTAINED IN THE VACATION ORDINANCE PASSED BY THE CITY OF CHICAGO RECORDED APRIL 17, 1959 AS DOCUMENT 17511644 VACATING PORTIONS OF SOUTH COTTAGE GROVE AVENUE, SOUTH INGLEHART PLACE, EAST 27TH STREET, EAST 28TH STREET, SOUTH BREWEY AVENUE, AND CERTAIN ADJOINING PUBLIC ALLEYS, RESERVING FOR THE BENEFIT OF THE COMMONWEALTH EDISON COMPANY AND THE ILLINOIS BELL TELEPHONE COMPANY, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, RIGHTS OF WAY TO CONSTRUCT, OPERATE, USE, MAINTAIN, REPAIR, RELOCATE, REPLACE, RENEW AND REMOVE, POLES, CROSSARMS, WIRES, CABLES, CONDUIT AND OTHER OVERHEAD OR UNDERGROUND EQUIPMENT OR BOTH, FOR THE TRANSMISSION OF ELECTRIC ENERGY AND TELEPHONE MESSAGES, IN, UNDER, OVER, ACROSS AND ALONG ALL OF THE EASTERLY 1/2 OF SOUTH COTTAGE GROVE AVENUE, WITH RIGHT OF INGRESS TO AND EGRESS FROM SAID LAND AT ALL TIMES FOR ANY AND ALL SUCH PURPOSES.

(AFFECTS PARCELS 1, 3, 4, 5, 6 AND 7)

20. (X) RESERVATION BY THE CITY OF CHICAGO AS CONTAINED IN THE AFORESAID ORDINANCE OF VACATION RECORDED APRIL 17, 1959 AS DOCUMENT 17511644, RESERVING FOR THE BENEFIT OF THE PEOPLES GAS LIGHT AND COKE COMPANY, RIGHTS OF WAY FOR EXISTING UNDERGROUND FACILITIES IN THOSE PARTS OF THE LAND AS THEREIN VACATED WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID LAND AT ALL TIMES FOR ANY AND ALL SUCH PURPOSES. IT IS FURTHER PROVIDED THAT NO BUILDING OR OTHER STRUCTURES SHALL BE ERRECTED ON THE SAID RIGHTS OF WAY THEREIN RESERVED FOR THE PEOPLES GAS LIGHT AND COKE OR COMPANY OR OTHER USE MADE OF SAID AREA WHO WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF SAID FACILITIES.

(AFFECTS PARCELS 1, 3, 4, 5, 6 AND 7)

21. (Y) COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS CONTAINED IN THE FOLLOWING QUIT CLAIM DEEDS FROM CHICAGO LAND CLEARANCE COMMISSION, A MUNICIPAL CORPORATION OF ILLINOIS TO MICHAEL REESE HOSPITAL AND MEDICAL CENTER, AN ILLINOIS CORPORATION, EXCEPT AS OTHERWISE INDICATED, RELATING TO:

THE PROHIBITION OF THE EXECUTION OF ANY AGREEMENT, LEASE CONVEYANCE, OR OTHER INSTRUMENT WHEREBY ANY PART OF THE LAND IS RESTRICTED UPON THE BASIS OF RACE, CREED OR COLOR, IN THE SALE, LEASE OR OCCUPANCY THEREOF, AS CONTAINED IN THE FOLLOWING INSTRUMENTS;

(1) QUIT CLAIM DEED DATED SEPTEMBER 15, 1959 AND RECORDED SEPTEMBER 28, 1959 AS DOCUMENT 17670723 AND FILED SEPTEMBER 28, 1959 AS DOCUMENT LR1888200

(AFFECTS PARCELS 4, 5, 9, 23, 24 AND 25)

(2) QUIT CLAIM DEED DATED OCTOBER 31, 1957 AND RECORDED NOVEMBER 5, 1957 AS DOCUMENT 17056281.

(AFFECTS PARCELS 10, 18 AND 30)

NOTE: A VIOLATION OF SAID COVENANTS, RESTRICTIONS AND CONDITIONS WILL NOT RESULT IN A FORFEITURE OR REVERSION OF THE FEE TITLE.

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22. (Z) COVENANTS, CONDITIONS, PROVISIONS AND LIMITATIONS CONTAINED IN THE FOLLOWING REDEVELOPMENT AGREEMENTS MADE BY CHICAGO LAND CLEARANCE COMMISSION WITH MICHAEL REESE HOSPITAL AND MEDICAL CENTER, EXCEPT AS OTHERWISE INDICATED:

(A) DATED JULY 14, 1959 AND RECORDED SEPTEMBER 10, 1959 AS DOCUMENT 17654370 AND FILED SEPTEMBER 28, 1959 AS DOCUMENT LR1888199;

(AFFECTS PARCELS 4, 5, 9, 20, 21 AND 23)

(B) DATED SEPTEMBER 13, 1957 AND RECORDED NOVEMBER 4, 1957 AS DOCUMENT 17055481.

(AFFECTS PARCELS 10, 18 AND 30)

NOTE: ALL OF THE RESTRICTIONS EXPIRED ON JULY 1, 1997, EXCEPT FOR THE DEED RESTRICTIONS PROHIBITING THE EXECUTION OF ANY AGREEMENT, LEASE, CONVEYANCE OR OTHER INSTRUMENT WHEREBY ANY OF THE PROPERTY DESCRIBED THEREIN IS RESTRICTED UPON THE BASIS OF RACE, CREED OR COLOR, IN THE SALE, LEASE OR OCCUPANCY THEREOF.

23. (AC) RIGHTS OF THE UNITED STATES OF AMERICA AND THE STATE OF ILLINOIS, OR EITHER OF THEM, TO RECOVER ANY PUBLIC FUNDS ADVANCED UNDER EITHER OR BOTH OF THE PROVISIONS OF THE "HILL BURTON" ACT (TITLE 42 U. S. C. SECTION 291 ET. SEQ.) OR THE "ILLINOIS HOSPITAL CONSTRUCTION ACT" (ILLINOIS REVISED STATUTES CHAPTER 23, PARAGRAPH 1301 ET. SEQ., OR THE NATIONAL HEALTH PLANNING AND RESOURCES ACT OF 1974 (TITLE 42 U. S. C. SECTION 100 ET. SEQ.).
24. (AE) RIGHTS OF PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWER, ETC. IN THE VARIOUS STREETS AND ALLEYS DESCRIBED IN SCHEDULE A.
25. (AF) TERMS, POWERS, CONDITIONS AND LIMITATIONS OF THE TRUST AS CONTAINED IN AND IMPOSED BY THE LS & T OF EMANUEL FRIEND (DECEASED) AND AS MODIFIED BY DECREE ENTERED JANUARY 12, 1948 IN CASE 47C10743 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS RELATING TO THE CREATION OF A CHARITABLE HOME FOR CONVALESCENTS TO BE OPERATED AS A SEPARATE AND DISTINCT CHARITABLE INSTITUTION WITHIN THE CITY OF CHICAGO.
- (AFFECTS EASEMENT PARCEL 30)
26. (AG) PROVISION CONTAINED IN THE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON AUGUST 21, 1974, A COPY OF WHICH WAS RECORDED NOVEMBER 19, 1974 AS DOCUMENT 22911388, WHEREBY THE MICHAEL REESE HOSPITAL OF CHICAGO (ALSO KNOWN AS THE MICHAEL REESE HOSPITAL AND MEDICAL CENTER) AGREED TO ACCEPT AND MAINTAIN AS PRIVATE SEWERS ALL EXISTING SEWERS AND APPURTENANCES THERETO WHICH ARE LOCATED IN THE STREETS THEREIN VACATED AND TO THE SEWERS AND APPURTENANCES THERETO LOCATED IN THE PREVIOUSLY VACATED PORTION OF SOUTH ELLIS AVENUE FROM THE SOUTH LINE OF EAST 29TH PLACE OF THE NORTH LINE OF EAST 30TH PLACE.
- (AFFECTS PARCELS 10, 14, 15, 26 AND 27)

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27. (AH) TERMS, PROVISIONS AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 30 CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENTS:

RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF THE SAID EASEMENT DESCRIBED AS PARCEL 30.

28. (AI) PROVISION CONTAINED IN THE ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, A COPY OF WHICH WAS RECORDED AUGUST 7, 1924 AS DOCUMENT 3542308 VACATING THAT PART OF THE ALLEY IN PARCEL 14 LYING NORTHWESTERLY OF A LINE DRAWN .6 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF LOT 5 OF SAID PARCEL 14 PRODUCED NORTHEASTERLY TO THE NORTHEASTERLY LINE OF SAID ALLEY, THAT IF ANY PART OF THE ALLEY THEREIN VACATED SHALL EVER BE USED FOR OTHER THAN EDUCATIONAL, RELIGIOUS OR CHARITABLE PURPOSES, THEN THE VACATION THEREIN PROVIDED FOR SHALL BECOME NULL AND VOID.

(AFFECTS PARCEL 14)

29. (AJ) RESERVATIONS AND PROVISIONS CONTAINED IN ORDINANCE OF CITY COUNCIL OF CITY OF CHICAGO, A COPY OF WHICH WAS RECORDED SEPTEMBER 11, 1952 AS DOCUMENT 15433568 AS FOLLOWS, TO WIT:

THE CITY OF CHICAGO HEREBY RESERVES IN THAT PART OF SAID SOUTH LAKE PARK AVENUE, HEREBY VACATED, THE NORTHEASTERLY 30 FEET OF THE SOUTH WESTERLY 32 FEET OF THE NORTH WESTERLY 290 FEET AND THE NORTH EASTERLY 20 FEET OF THE SOUTH WESTERLY 32 FEET OF THAT PART OF SAID SOUTH LAKE PARK AVENUE HEREBIN VACATED, LYING BETWEEN THE EAST 31ST STREET AND A LINE 160 FEET NORTHWESTERLY OF SAID EAST 31ST STREET, AS MEASURED ALONG THE SOUTH WESTERLY LINE OF SAID SOUTH LAKE PARK AVENUE AND AT RIGHT ANGLES THERETO, AS RIGHT OF WAY FOR EXISTING SEWERS AND WATER MAINS, AND FOR THE INSTALLATION OF ANY ADDITIONAL SEWERS, WATER MAINS OR OTHER MUNICIPAL SERVICE FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED IN SAID PART OF SOUTH LAKE PARK AVENUE HEREBIN VACATED, AND FOR THE MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SUCH FACILITIES. IT IS FURTHER PROVIDED THAT NO BUILDING OR OTHER STRUCTURES SHALL BE ERECTED ON THE SAID RIGHT OF WAY HEREBIN RESERVED, OR OTHER USE MADE OF SAID AREA, WHICH IN THE JUDGMENT OF THE RESPECTIVE MUNICIPAL OFFICIALS HAVING CONTROL OF THE AFORESAID SERVICE FACILITIES WOULD INTERFERE WITH THE USE, MAINTENANCE, RENEWAL OR RECONSTRUCTION OF SAID FACILITIES OR THE CONSTRUCTION OF ADDITIONAL SERVICE FACILITIES. (AFFECTS PARCEL 5)

30. (AK) EASEMENT FOR A GAS MAIN OR MAINS, SERVICE PIPES AND SUCH DRIPS, VALVES, FITTINGS, METERS AND OTHER EQUIPMENT AS MAY BE NECESSARY OR CONVIENT FOR SUCH OPERATIONS, OVER, THROUGH, UNDER, ALONG AND THAT PART OF VACATED EAST 27TH DESCRIBED IN PARCEL 3 AND 6, AS GRANTED BY EASEMENT AGREEMENT DATED OCTOBER 17, 1980 AND RECORDED DECEMBER 4, 1980 AS DOCUMENT 25691838 FROM MICHAEL REESE HOSPITAL AND MEDIC TO THE PEOPLES GAS, LIGHT AND COKE COMPANY, ITS SUCCESSORS AND ASSIGNS, AND ALL OF THE TERMS, COVENANTS AND AGREEMENTS THEREIN CONTAINED.

(AFFECTS PARCEL 3 AND 6)

31. (AO) LEASE MADE BY GALEN HOSPITAL ILLINOIS, INC., DEB REESE HOSPITAL AND MEDICAL CENTER TO MCDONALD'S CORPORATION, A DELAWARE CORPORATION, DATED JUNE 1, 1995, A MEMORANDUM OF WHICH WAS RECORDED JULY 31, 1995 AS DOCUMENT NO.

95301230, AS AMENDED BY SUPPLEMENT TO LEASE DATED SEPTEMBER 13, 1993 AND RECORDED JANUARY 19, 1996 AS DOCUMENT 96051759 AND 96051760, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING AUGUST 19, 1995 AND ENDING AUGUST 18, 2000, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

(AFFECTS PARCELS 10, 11, 14, 15, 16 AND 27 AND THAT PART OF PARCEL 22 FALLING IN THE NORTHERLY 1/2 OF VACATED EAST 30TH STREET)

32. (AP) NOTE: THE FOLLOWING ENVIRONMENTAL ITEM, WHILE APPEARING ON THIS COMMITMENT/POLICY, IS PROVIDED SOLELY FOR YOUR INFORMATION.

THE FOLLOWING ENVIRONMENTAL DISCLOSURE DOCUMENT(S) FOR TRANSFER OR REAL PROPERTY APPEAR OF RECORD WHICH INCLUDE A DESCRIPTION OF THE LAND INSURED OR A PART THEREOF:

DOCUMENT NUMBER 91141553 DATE OF RECORDING MARCH 28, 1991.

(AFFECTS ALL THE LAND EXCEPT PARCELS 32, 33 AND 34)

33. (AQ) TERMS, PROVISIONS AND CONDITIONS RELATING TO ENVIRONMENTAL NOTICE, CONTAINED IN THE DOCUMENT ENTITLED "NO FURTHER REMEDIATION LETTER" EXECUTED ON MAY 9, 1997 BY UNIT MANAGER, LEAKING UNDERGROUND STORAGE TANK, SECTION, DIVISION OF REMEDIATION MANAGEMENT, BUREAU OF LAND AND RECORDED ON MAY 30, 1997 AS DOCUMENT NUMBER 97383256.

(AFFECTS PARCELS 6 AND 33)

34. (AS) THE FOLLOWING ENCROACHMENTS ARE DEPICTED ON THE SURVEY MADE BY NATIONAL SURVEY SERVICE, INC. DATED AUGUST 28, 1998 AS ORDER NUMBER N-121574

BUILDING ONTO THE PROPERTY NORTH AND ADJOINING PARCEL 33 BY A RANGE RUNNING FROM .01 FEET TO AN UNDISCLOSED AMOUNT OF APPROXIMATELY 5 FEET (SHEET 1)

BUILDING ONTO THE LAND EAST AND ADJOINING PARCEL 8 BY .02 AT THE SECOND FLOOR LEVEL (SHEET 1)

CORNER OF THE BUILDING ONTO THE LAND EAST AND ADJOINING PARCEL 4 BY .10 FEET (SHEET 1)

35. (AT) THE FOLLOWING ENCROACHMENTS ARE DEPICTED ON THE SURVEY MADE BY NATIONAL SURVEY SERVICE, INC. DATED AUGUST 28, 1998 AS ORDER NUMBER N-121574

AIR CONDITIONING UNITS ONTO THE LAND NORTH AND ADJOINING PARCEL 33 (SHEET 1)

CONCRETE WALL ONTO THE LAND NORTH AND ADJOINING PARCEL 33 BY 30.05 FEET (SHEET 1)

WALKWAY LYING ALONG THE WEST LINE OF PARCEL 32 ONTO THE PUBLIC LAND WEST AND ADJOINING (BY A RANGE OF UP TO 1.45 FEET) AND THE PUBLIC LAND NORTH AND ADJOINING (BY 2.75 FEET) (SHEET 1)

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FENCE LYING ALONG THE EAST LINE OF PARCELS 3, 5, 6, 7 AND ONTO THE LAND EAST AND ADJOINING BY A VARYING RANGE (SHEET 1)

FENCE ONTO THE LAND EAST AND ADJOINING PARCEL 8 BY .02 FEET (SHEET 1)

GUARDRAIL ONTO THE INSURED PREMISES ALONG THE EAST LINE OF PARCEL 5 AND ENCROACHMENT OF THE BUILDING LOCATED MAINLY ON THE LAND AND ONTO EAST 29TH STREET (A PUBLIC STREET) AS DEPICTED ON THE SURVEY NATIONAL SURVEY SERVICE, INC. DATED AUGUST 28, 1998 AS ORDER NUMBER N-121574 (SHEETS 1 AND 2) CONNECTING THE BUILDINGS LOCATED ON PARCEL 8 TO THE BUILDING LOCATED ON PARCEL 10.

WALL ONTO THE LAND NORTH AND ADJOINING PARCEL 10 BY .65 FEET (SHEET 2)

WALL AND CURB ONTO THE LAND WEST AND ADJOINING PARCEL 9 BY A RANGE OF UP TO 1.54 FEET (SHEET 2)

SIGN ONTO THE LAND WEST AND ADJOINING PARCEL 24 BY .15 FEET (SHEET 2)

36. (AU) THE FOLLOWING ENCROACHMENT IS DEPICTED ON THE SURVEY MADE BY NATIONAL SURVEY SERVICE, INC. DATED AUGUST 28, 1990 AS ORDER NUMBER 121574

.27 FOOT GAP LOCATED ALONG THE EAST LINE OF PARCEL 30 (SHEET 2)

37. (AV) ENCROACHMENT OF MAIN TUNNEL SERVICING THE GENERAL SERVICE BUILDING ONTO THE PUBLIC WAY (ELLIS AVENUE) WEST AND ADJOINING PARCEL 7 (SHEET 1).

38. (AW) ENCROACHMENT OF THE BUILDING (PEDESTRIAN WALKWAYS) LOCATED MAINLY ON THE LAND AND ONTO EAST 29TH STREET (A PUBLIC STREET) AS DEPICTED ON THE SURVEY MADE BY NATIONAL SURVEY SERVICE, INC DATED AUGUST 28, 1998 AS ORDER NUMBER N-121574 (SHEETS 1 AND 2) CONNECTING THE BUILDINGS LOCATED ON PARCEL 8 TO THE BUILDING LOCATED ON PARCEL 14 AND CONNECTING THE BUILDING ON PARCEL 4 TO THE BUILDING ON PARCEL 10.

39. (AX) ENCROACHMENT OF THE BUILDINGS ONTO THE EASEMENTS AS DESCRIBED HEREIN AND AS DEPICTED ON THE SURVEY MADE BY NATIONAL SURVEY SERVICE, INC. DATED AUGUST 28, 1998 AS ORDER NUMBER N-121574.

PEDESTRIAN LINK BUILDING ONTO EASEMENT NOTED HEREIN AT LETTER BO LOCATED ALONG THE EAST LINE OF THE LAND (NORTHERLY PORTION OF PARCEL 6) (SHEET 1)

WESTERLY PORTION OF THE ONE STORY BUILDING (GARAGE) ONTO THE EASEMENT NOTED HEREIN AT LETTER K (PARCEL 4 CENTER) (SHEET 1)

SOUTHERLY PORTION OF THE RESIDENCE ADDITION, 3 STORY BRICK BUILDING KNOWN AS 2800 ONTO THE EASEMENT NOTED HEREIN AT LETTER R, S AND T (PARCEL 4 NORTHEAST CORNER) (SHEET 1)

HOUSE AND SHELTER (UNABLE TO READ SURVEY) ONTO THE EASEMENT NOTED HEREIN AT LETTER R, S, AND T (AFFECTS THAT PORTION OF PARCEL 32 WHEREIN THE EASTERLY PORTION OF THE LAND MEETS THE WESTERLY PORTION OF THE LAND) (SHEET 1)

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5 STORY CONCRETE PARKING GARAGE ONTO THE EASEMENT NOTED HEREIN AT LETTER U (AFFECTS PARCEL 25) (SHEET 2)

WESTERLY PORTION OF THE PATHOLOGY INSTITUTE LOCATED ON PARCEL 9 ONTO THE EASEMENT NOTED HEREIN AT LETTER P AND Q (SHEET 2)

2 STORY BRICK BUILDING (MICHAEL REESE RESEARCH FOUNDATION) LOCATED ON PARCEL 27 ONTO THE EASEMENT NOTED HEREIN AT LETTER AJ (SHEET 2)

BAUMGARTEN PAVILION LOCATED ON THE WESTERLY PORTION OF PARCEL 10 ONTO THE EASEMENT NOTED HEREIN AT LETTER T (SHEET 2)

WEST MANDELL CLINIC LOCATED ON PARCEL 4 ONTO THE EASEMENT NOTED HEREIN AT LETTER I (SHEET 1)

WEST MANDELL CLINIC LOCATED ON PARCEL 4 ONTO THE EASEMENT NOTED HEREIN AT LETTER O (SHEET 1)

40. (AZ) TERMS AND PROVISIONS OF THE ENVIRONMENTAL REMEDIATION LETTER RECORDED ON MAY 19, 1998 AS DOCUMENT NUMBER 98415173

(AFFECTS PARCELS 1 AND 33)

41. (BB) RIGHTS OF THE MUNICIPALITY IN AND TO THE SEWER LINES LOCATED ALONG PORTIONS OF PARCEL 32 FALLING WITHIN VACATED COTTAGE GROVE AVENUE AND ALSO FALLING WITHIN VACATED 27TH STREET

PORTIONS OF PARCEL 22 FALLING WITHIN VACATED 30TH STREET AND VACATED ELLIS AVENUE

AND PARCEL 5 FALLING WITHIN VACATED 27TH STREET AS DISCLOSED BY SEWER MAPS

42. (BC) ENCROACHMENT OF THE BUILDING LOCATED ON THE LAND ONTO THE SEWER LINES ALONG THE EASTERN PORTION OF PARCELS 3 AND 6 FALLING WITHIN VACATED 27TH STREET AS DISCLOSED BY SEWER MAPS AND NOTED IN LETTER BB ABOVE

43. (BE) ENCROACHMENT OF THE STAIR RAMP ONTO THE LAND SOUTH AND ADJOINING PARCEL 4 (EAST 29TH STREET) AS DEPICTED ON THE SURVEY MADE BY NATIONAL SURVEY SERVICE, INC DATED AUGUST 28, 1998 AS ORDER NUMBER N-121574 (SHEET 1 OF 2).

44. (BF) RIGHT OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER UNRECORDED LEASES, NONE OF WHICH CONTAIN ANY OPTIONS TO PURCHASE, OR RIGHTS OF FIRST OPTION OR FIRST REFUSAL AND OF ALL PARTIES CLAIMING BY, THROUGH OR UNDER THEM.