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**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF LEASES AND RENTS**

*Prepared by and after
recording return to:*

Stephanie L. Speranza, Esq.
Jones, Day, Reavis & Pogue
77 West Wacker
Suite 3500
Chicago, Illinois 60601

Property Addresses and Property Index Numbers:

See Attached Exhibit A's
Store Nos. 103, 190, 201, 203, 208, 211,
213, 216, 239, 240, 248, 277

01-07059, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72 A/C

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MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS

This MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") is entered into as of the 28th day of June, 2001, by ARCHIBALD CANDY CORPORATION, an Illinois corporation ("Mortgagor"), having its principal place of business at 1137 West Jackson Boulevard, Chicago, Illinois 60607, in favor of THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation, its successors and assigns, as agent for one or more participants and co-lenders set forth on the signature pages of the Financing Agreement (as hereinafter defined) (collectively, "Lenders") ("Mortgagee"), having its principal place of business at 10 South LaSalle Street, Chicago, Illinois 60603.

WITNESSETH:

WHEREAS, Mortgagor and Sweet Factory, Inc., a Delaware corporation ("Sweet Factory"), have executed and delivered to Mortgagee that certain Financing Agreement, dated of even date herewith (the "Financing Agreement") by and among Mortgagee, the Lenders, Sweet Factory and Mortgagor, which Financing Agreement provides for, among other things, the extension of certain credit and other financial accommodations by Mortgagee to Mortgagor and Sweet Factory in the maximum aggregate principal amount of THIRTY MILLION DOLLARS (\$30,000,000), including but not limited to, certain Revolving Loans and Letters of Credit, as more particularly described in the Financing Agreement (all capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Financing Agreement); and

WHEREAS, the extension of credit and the financial accommodations to Mortgagor and Sweet Factory under the Financing Agreement as aforesaid are evidenced by, among other things, the Financing Agreement and may be further evidenced by the Letters of Credit; and

WHEREAS, as a condition to Mortgagee's extension of the loans, credit facilities and financial accommodations as described in the Financing Agreement, including, without limitation, the extension of credit evidenced by the Letters of Credit, the Financing Agreement and all other instruments given or made by Mortgagor and Sweet Factory to Mortgagee in connection with the loans, credit facilities and other financial accommodations described in the Financing Agreement (such Letters of Credit, Financing Agreement and other instruments are hereinafter collectively referred to as "Loan Documents"), Mortgagee has required, among other things, that Mortgagor enter into this Mortgage and grant to Mortgagee, the liens and security interests referred to herein to secure (i) the payment of the principal amount, together with interest thereon, of all the present and future advances of money made by Mortgagee to Mortgagor and Sweet Factory, including without limitation, the reborrowing of principal previously repaid, (ii) all Obligations (as such term is defined and described in the Financing

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Agreement) of Mortgagor and Sweet Factory to Mortgagee; and (iii) all other payment and performance obligations under the Loan Documents, including this Mortgage, or under any other instrument now or hereafter given to evidence or secure the Obligations of Mortgagor and Sweet Factory to Mortgagee (all of the foregoing (i) through (iii) are hereinafter collectively referred to as the "**Obligations**"); and

NOW, THEREFORE, to secure the full and timely payment, and the full and timely performance and discharge of the Obligations, Mortgagor does hereby grant, remise, release, alien, convey, mortgage and warrant unto Mortgagee, its successors and assigns, all those certain tracts of land described on Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

TOGETHER WITH all right, title and interest which Mortgagor may now have or hereafter acquire in and to all improvements, buildings and structures of whatsoever kind or nature located on the Land (collectively, the "**Buildings**");

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest and including any right of use or occupancy, which Mortgagor may now or hereafter acquire in and to all fixtures and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the use, operation or occupation of the Real Estate (as hereinafter defined), including, but not limited to (a) all apparatus, machinery and equipment of Mortgagor, and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the items described in the foregoing clauses (a) and (b) being the "**Fixtures**");

TOGETHER WITH all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Mortgagor may now have or hereafter acquire in and to (a) all easements, rights of way, gores of land or any lands occupied by streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and public places adjoining said Land, and any other interests in property constituting appurtenances to the Real Estate, or which hereafter shall in any way belong, relate or be appurtenant thereto, and (b) all hereditaments, gas, oil, minerals (with the right to extract, sever and remove such gas, oil and minerals), and easements, of every nature whatsoever, located in or on the Real Estate and all other rights and privileges thereunto belonging or appertaining and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the rights and interests described in subparagraphs (a) and (b) above (hereinafter the "**Appurtenant Rights**") (the Land, the Buildings, the Fixtures and the Appurtenant Rights may be collectively referred to hereinafter as the "**Real Estate**");

TOGETHER WITH all personal property and interests in personal property of every nature whatsoever whether now owned or hereafter acquired by Mortgagor and pertaining to, or arising from, the Real Estate, including but not limited to (a) tax refunds, chattel paper, instruments, notes, letters of credit, documents, documents of title; (b) Inventory; (c) Equipment (as defined in the Uniform Commercial Code (the "**Code**")); (d) all of Mortgagor's now owned or hereafter acquired monies, and any and all other property and interests in property of Mortgagor now or hereafter coming into the actual possession, custody or control of Mortgagor

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or any agent or affiliate of Mortgagor in any way or for any purpose (whether for safekeeping, deposit, custody, pledge, transmission, collection or otherwise); (e) all insurance proceeds of or relating to any of the foregoing; (f) all insurance proceeds relating to any key man life insurance policy covering the life of any partner, officer or director of Mortgagor; (g) all of Mortgagor's books and records relating to any of the foregoing; and (h) all accessions and additions to, substitutions for, and replacements, products and proceeds of any of the foregoing (the items described in the foregoing clauses (a) through (h) and any other personal property referred to in this paragraph is hereinafter collectively referred to as the "**Personal Property**").

TOGETHER WITH all the estate, right, title and interest of the Mortgagor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Real Estate or any part thereof; and (except as otherwise provided herein or in the Financing Agreement) the Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and to apply the same as provided in the Financing Agreement; (ii) all accounts, contract rights, general intangibles, actions and rights in action relating to the Real Estate or the Personal Property, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Real Estate or the Personal Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Real Estate and the Personal Property. (The rights and interests described in this paragraph shall hereinafter be called the "**Intangibles**").

TOGETHER WITH all the rents, issues and profits of the Real Estate, and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Real Estate) under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Estate, and all revenues and royalties under any oil, gas and mineral leases relating to the Real Estate (except to the extent that the transfer or assignment is not permitted by the terms thereof).

All of the property described above, and each item of property therein described, together with all other rights, properties or interests of Mortgagor conveyed, transferred or assigned pursuant to this Mortgage are herein referred to collectively as the "**Mortgaged Property**."

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or assigned, or intended to be conveyed or assigned, unto Mortgagee, its beneficiaries, successors and assigns, forever for the uses and purposes set forth herein. Mortgagor hereby covenants, represents and warrants to Mortgagee that, at the time of the execution, delivery and recording of these presents, Mortgagor is well seized of the Land, the Buildings, and the Fixtures in fee simple, and is the sole owner with good and indefeasible title to all of the Mortgaged Property, with lawful authority to sell, assign, convey and mortgage the Mortgaged Property, and that the title to the Mortgaged Property is free and clear of all encumbrances, except as described on

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Exhibit B attached hereto and made a part hereof ("**Permitted Liens**"), and that, except for the Permitted Liens, Mortgagor warrants and will forever defend the same and the validity and priority of the lien hereof unto Mortgagee, against all lawful claims of any party claiming all or any part thereof. The Permitted Liens shall include the permitted Encumbrances, as defined in the Financing Agreement. Mortgagor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws, if any, of the State of Illinois.

Mortgagor hereby covenants and agrees with Mortgagee as follows:

1. Payment and Performance of the Obligations. Mortgagor hereby covenants and agrees to timely pay and perform all of the Obligations that are required to be paid and performed by Mortgagor pursuant to the Loan Documents, including, without limiting the generality of the foregoing, all of the covenants, agreements, representations and warranties of the Mortgagor set forth in the Financing Agreement in any way related to or in respect of all or any portion of the Mortgaged Property, all of which covenants, agreements, representations and warranties are incorporated herein by reference as if fully rewritten here.
2. Payment of Taxes on the Mortgage. Without limiting any of the provisions of the Financing Agreement, Mortgagor agrees that, if the United States or any department, agency or bureau thereof or if the State or any of its subdivisions having jurisdiction shall at any time require documentary stamps to be affixed to this Mortgage or shall levy, assess, or charge any tax, assessment or imposition upon this Mortgage, or the execution, delivery, filing or recordation thereof, or the credit or indebtedness secured hereby or the interest of Mortgagee in the Mortgaged Property or upon Mortgagee by reason of or as holder of any of the foregoing then, Mortgagor shall pay for such documentary stamps in the required amount and deliver them to Mortgagee or pay (or reimburse Mortgagee for) such taxes, assessments or impositions. Mortgagor agrees to exhibit to Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges which Mortgagor is required to pay under this paragraph or under Paragraph 1 hereof. Mortgagor agrees to indemnify Mortgagee against liability on account of such documentary stamps, taxes, assessments or impositions, whether such liability arises before or after payment of the Obligations and regardless of whether this Mortgage shall have been released.
3. Maintenance and Repair of Mortgaged Property. Mortgagor, at its sole cost and expense, shall (a) keep the Mortgaged Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (other than the Permitted Liens); (b) fully comply with, and take any and all response or remedial actions required pursuant to, any and all present and future laws, ordinances, orders, covenants of record, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, all zoning, building code, environmental laws and equal employment opportunity statutes, ordinances, regulations, orders and restrictions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Mortgaged Property, or to the use or manner of use thereof; (c) make or permit no material alterations in the Mortgaged Property (except as required by law or ordinance) without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld; (d) suffer or permit no change in the general nature of the occupancy of the Real Estate; (e) initiate or acquiesce in no zoning

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reclassification with respect to the Real Estate; and (f) suffer or permit no unlawful use of, or nuisance to exist upon, the Real Estate. Anything herein contained to the contrary notwithstanding, Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any mechanic's liens or other liens or claims for lien or security interest ("Lien"), and defer payment and discharge thereof while such contest is pending, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Real Estate or any part thereof, or any interest therein, to satisfy such Lien; (ii) that, within ten (10) days after Mortgagor has been notified of the assertion of such lien, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Lien and (iii) that upon the written request of Mortgagee, Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, a sum of money (or letter of credit or bond or other security reasonably satisfactory to Mortgagee) which shall be sufficient in the judgment of Mortgagee to pay in full such Lien and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee will pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagor may, at its option, apply the money so deposited, if any, in payment of or on account of such Lien or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Lien together with all interest thereon, Mortgagor shall, within three (3) days after demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Lien or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

4. Representations and Warranties. Mortgagor represents and warrants as follows:

(a) To the best of Mortgagor's knowledge, no material part of Mortgaged Property is located in an area identified as an area having special flood hazards pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, as amended, or any successor law.

(b) To the best of Mortgagor's knowledge, Mortgagor has all necessary certificates, licenses and other approvals, governmental and otherwise, necessary for the operation of Mortgaged Property and the conduct of its business thereon and all required zoning, building code, land use, environmental and other similar permits or approvals, all of which are in full force and effect as of the date hereof.

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(c) The Mortgaged Property is free from material damage caused by fire or other casualty.

(d) There are no agreements, contracts or lease provisions, written or oral, providing any tenant of the Mortgaged Property or any third party the option to purchase all or any material part of the Mortgaged Property.

(e) Mortgagor and its agents have not entered into any leases or other arrangements for occupancy of any material part of the space within the Mortgaged Property other than leases furnished to Mortgagee.

(f) Unless otherwise provided in an environmental disclosure document provided by Mortgagor to Mortgagee in accordance with the terms and provisions of the Illinois Responsible Property Transfer Act of 1988, as amended (the "Act"), the Mortgaged Property is not within the definition of "real property" as defined in Section 3(e) of the Act.

(g) Mortgagor will maintain and preserve the lien of this Mortgage until the Obligations shall have been fully, finally and indefeasibly paid (other than contingent indemnification obligations).

(h) To the best of Mortgagor's knowledge, the Land has direct or indirect access for adequate ingress from and egress to, physically open, public and dedicated street(s).

(i) To the best of Mortgagor's knowledge, all necessary utilities are, and at all times hereafter shall be, available in sufficient capacity to service the Mortgaged Property satisfactorily until the Obligations shall have been fully, finally and indefeasibly paid (other than contingent indemnification obligations), and any easements legally required to assure the continuation of such utility service to the Mortgaged Property have been obtained and duly recorded.

5. Permitted Liens. With respect to the Permitted Liens, Mortgagor shall (i) timely observe and perform all covenants and obligations contained herein; (ii) not take any action or fail to take any action if the taking of such action or failure to take such action would cause a default thereunder, and (iii) not exercise any rights or remedies under any Permitted Exception which might be adverse to Mortgagee's interests, without the prior written consent of Mortgagee. Notwithstanding anything to the contrary herein contained, Mortgagor shall not create or suffer or permit any mortgage, lien, charge or encumbrance of any kind or nature whatsoever to attach to the Mortgaged Property, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage (other than as specifically set forth in the Financing Agreement), without Mortgagee's prior written consent thereto, excepting only (y) the Permitted Liens and, (z) the lien of real estate taxes and assessments not yet due or delinquent.

6. Taxes. Mortgagor shall pay, before any penalty, fine, interest or other cost for non-payment attaches, all personal property taxes, general and special real estate taxes, assessments, water charges, sewer charges, and other fees, taxes, impositions, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), assessed against or with respect to all or any part of the Mortgaged Property. Notwithstanding the foregoing, Mortgagor shall not be required to pay such Taxes so long as Mortgagor shall in good

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faith contest the amount or validity of the same by appropriate legal proceedings, which proceedings shall operate to prevent the collection of such Taxes so contested and the foreclosure and sale of the Mortgaged Property, or any part thereof, to satisfy the same and provided (i) that such contest shall have the effect of preventing the sale or forfeiture of the Mortgaged Property or any part thereof, or any interest therein, to satisfy such Taxes; (ii) that, within ten (10) days after Mortgagor contests such Taxes, Mortgagor shall have notified Mortgagee in writing of Mortgagor's intention to contest such Taxes and (iii) that not later than ten (10) days before the date such Taxes are due, Mortgagor shall have deposited with Mortgagee at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the office of Mortgagee, a sum of money (or letter of credit or bond or other security reasonably satisfactory to Mortgagee) which shall be sufficient in the judgment of Mortgagee to pay in full such Taxes and all interest which might become due thereon, and shall keep on deposit an amount so sufficient at all times, increasing such amount to cover additional interest whenever, in the judgment of Mortgagee, such increase is advisable. Such deposits are to be held without any allowance of interest. If Mortgagor shall fail to prosecute such contest with reasonable diligence or shall fail to pay the amount of the Taxes plus any interest and penalties finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount which Mortgagee may pay as provided below, or shall fail to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the money so deposited in payment of or on account of such Taxes, that part thereof then unpaid, together with all interest and penalties thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Taxes together with all interest and penalties thereon, Mortgagor shall, within three (3) days after demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. Mortgagee shall, upon the final disposition of such contest, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when so requested in writing by Mortgagor and when furnished by Mortgagor with sufficient funds to make such payment in full and with evidence satisfactory to Mortgagee of the amount of payment to be made.

7. Advances by Mortgagee. (a) If Mortgagor shall fail to perform any of the covenants contained in this Mortgage, Mortgagee may make advances to perform the same on Mortgagor's behalf, and all sums so advanced shall be a lien upon the Mortgaged Property and secured by this Mortgage. Mortgagor will repay all sums so advanced on Mortgagor's behalf with interest at the Default Rate of Interest (as defined in the Financing Agreement). The provisions of this Section 7 shall not prevent any default in the observance of any covenant contained in this Mortgage and from constituting an Event of Default (as defined below).

(b) If Mortgagee shall incur or expend any sums, including reasonable attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Mortgage or its priority, or to protect or enforce any of the Mortgagee's rights hereunder, or to recover any of the Obligations secured hereby, all such sums shall become immediately due and payable by Mortgagor with interest thereon at the Default Rate of Interest. All such sums shall be secured by this Mortgage and be a lien on the Mortgaged Property and the Building prior to any right, title, interest or claim in, to, or upon the same attaching or accruing subsequent to the lien of this Mortgage.

8. Assignment of Rents and Leases. Mortgagor (i) does hereby pledge and assign to Mortgagee from and after the date hereof (including any period of redemption), primarily and on a parity with the Mortgaged Property, and not secondarily, all the rents, issues and profits of the Mortgaged Property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Mortgaged Property) (the "**Rents**") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Mortgaged Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, does hereby transfer and assign to Mortgagee all such leases and agreements (including all Mortgagor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Mortgaged Property) (the "**Leases**"). Mortgagee hereby grants to Mortgagor the right to collect and use the Rents as they become due and payable under the Leases, but not more than one (1) month in advance thereof, unless an "**Event of Default**" (as defined in the Financing Agreement) shall have occurred; provided, however, that the existence of such right shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Mortgagor, and any such subsequent assignment shall be subject to the rights of the Mortgagee under this Mortgage. Mortgagor further agrees to execute and deliver such assignments of leases or assignments of land sale contracts as Mortgagee may from time to time request. In the event of an Event of Default under the Financing Agreement (1) the Mortgagor agrees, upon demand, to deliver to the Mortgagee all of the Leases with such additional assignments thereof as the Mortgagee may request and agrees that the Mortgagee may assume the management of the Real Estate and collect the Rents, applying the same upon the Obligations in the manner provided in the Financing Agreement, and (2) the Mortgagor hereby authorizes and directs all tenants, purchasers or other persons occupying or otherwise acquiring any interest in any part of the Mortgaged Property to pay the Rents due under the Leases to the Mortgagee upon request of the Mortgagee. Mortgagor hereby appoints Mortgagee as its true and lawful attorney-in-fact to manage said property and collect and use the Rents, with full power to bring suit for collection of the Rents and possession of the Mortgaged Property, giving and granting unto said Mortgagee and unto its agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed; provided, however, that (i) this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needful or necessary and (ii) Mortgagee agrees that until such Event of Default as aforesaid, Mortgagee shall permit Mortgagor to perform the aforementioned collection and management responsibilities. Upon Mortgagee's receipt of the Rents, at Mortgagee's option, it may pay: (1) reasonable charges for collection thereof, costs of necessary repairs and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents, (2) general and special taxes, insurance premiums, and (3) any or all of the Obligations pursuant to the provisions of the Financing Agreement. This power of attorney and assignment of rents is coupled with an interest and shall be irrevocable until this Mortgage shall have been satisfied and released of record, and the releasing of this Mortgage shall act as a revocation of this power of attorney and assignment of rents. Mortgagee shall have and hereby expressly reserves the right and privilege (but assumes no obligation) to demand, collect, sue for, receive and recover the

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Rents, or any part thereof, now existing or hereafter made, and apply the same in accordance with the provisions of the Financing Agreement.

Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee-in-possession in the absence of the taking of actual possession of the Mortgaged Property by the Mortgagee. Nothing contained in this Mortgage shall be construed as imposing on Mortgagee any of the obligations of the lessor under any Lease of the Mortgaged Property in the absence of an explicit assumption thereof by Mortgagee. In the exercise of the powers herein granted the Mortgagee, except as provided in the Financing Agreement, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by Mortgagor.

9. Leases Affecting the Mortgaged Property. Mortgagor agrees faithfully to perform all of its obligations under all present and future Leases relating to the Mortgaged Property at any time assigned to Mortgagee as additional security, and to refrain from any action or inaction within its reasonable power which would result in termination of any such Leases or in the diminution of the value thereof or of the Rents due thereunder. All future lessees under any Lease made after the date of recording of this Mortgage shall, at Mortgagee's option and without any further documentation, atom to Mortgagee as lessor if for any reason Mortgagee becomes lessor thereunder, and, upon demand, pay rent to Mortgagee, and Mortgagee shall not be responsible under such Lease for matters arising prior to Mortgagee becoming lessor thereunder.

10. Use of the Mortgaged Property. Mortgagor agrees that it shall not permit the public to use the Mortgaged Property in any manner that might tend, in Mortgagee's reasonable judgment, to impair Mortgagor's title to such property or any portion thereof, or to make possible any claim or claims of easement by prescription or of implied dedication to public use.

11. Indemnification. In addition to and not in limitation of the terms, provisions and covenants set forth in the Financing Agreement, Mortgagor shall not use or permit the use of any part of the Mortgaged Property for an illegal purpose, including, without limitation, the violation of any environmental laws, statutes, codes, regulations or practices. Without limiting any indemnification by Mortgagor set forth in the Financing Agreement, Mortgagor agrees to indemnify and hold harmless Mortgagee from and against any and all losses, suits, liabilities, fines, damages, judgments, penalties, claims, charges, costs and expenses (including reasonable attorneys' and paralegals' fees, court costs and disbursements) which may be imposed on, incurred or paid by or asserted against the Mortgaged Property by reason or on account of or in connection with (i) the construction, reconstruction or alteration of the Mortgaged Property, (ii) any negligence or misconduct of Mortgagor, any lessee of the Real Estate, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iii) any accident, injury, death or damage to any person or property occurring in, on or about the Real Estate or any street, drive, sidewalk, curb or passageway adjacent thereto, or (iv) any other transaction arising out of or in any way connected with the Mortgaged Property. Notwithstanding the foregoing, Mortgagor shall have no obligation to indemnify Mortgagee as above described to the extent that any such losses, claims, damages,

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liabilities or related expenses is found in a final judgment by a court of competent jurisdiction to have arisen from the willful misconduct or gross negligence of Mortgagee.

12. Insurance. Until the Obligations are paid in full, Mortgagor shall, at its sole expense, obtain for, deliver to, assign and maintain for the benefit of Mortgagee, all insurance required to be obtained, delivered to, assigned and maintained for the benefit of Mortgagee pursuant to the terms of the Financing Agreement. In the event of a casualty loss, the proceeds of such insurance shall be paid and applied as specified in Section 7.5 of the Financing Agreement.

13. Condemnation Awards. Mortgagor hereby assigns to Mortgagee, as additional security, all awards of damage resulting from condemnation proceedings or the taking of or injury to the Real Estate for public use, and Mortgagor agrees that the proceeds of all such awards shall be paid and applied as specified in Section 7.5 of the Financing Agreement.

14. Fixture Filing. It is agreed that if any of the Mortgaged Property is of a nature so that a security interest therein can be perfected under the Code in effect in the State of Illinois, this instrument shall constitute a security agreement, fixture filing and financing statement, and Mortgagor agrees to execute, deliver and file or refile any financing statement, continuation statement, or other instruments Mortgagee may reasonably require from time to time to perfect or renew such security interest under the Code. Mortgagor further agrees that a carbon, photographic or other reproduction of this Mortgage or of a financing statement is sufficient as a financing statement. To the extent permitted by law, (i) all of the Fixtures are or are to become fixtures on the Land and (ii) this instrument, upon recording or registration in the real estate records of the proper office, shall constitute a "fixture-filing" within the meaning in the Code. Subject to the terms and conditions of the Financing Agreement, the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law, or, as to that part of the security in which a security interest may be perfected under the Code, by the specific statutory consequences now or hereafter enacted and specified in the Code, all at Mortgagee's sole election.

15. Remedies. Notwithstanding any provision to the contrary in the Financing Agreement, upon the occurrence of an Event of Default (after the expiration of all applicable notice and cure periods), in addition to any rights and remedies provided for in the Financing Agreement, and to the extent permitted by applicable law, the following provisions shall apply:

(a) Acceleration. Mortgagee shall have the right to declare the entire Obligations immediately due and payable as more fully described and set forth in Section 10 of the Financing Agreement, and upon such declaration, all such Obligations shall become and be immediately due and payable.

(b) Mortgagee's Power of Enforcement. It shall be lawful for Mortgagee to (i) immediately sell the Mortgaged Property either in whole or in separate parcels, as prescribed by the laws of the State of Illinois, under power of sale, which power is hereby granted to Mortgagee to the full extent permitted by the laws of the State of Illinois, and thereupon, to make and execute to any purchaser(s) thereof deeds of conveyance pursuant to applicable law, or (ii) immediately foreclose this Mortgage by judicial action.

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(c) Receiver. Subject to applicable law, the court in which any proceeding is pending for the purpose of foreclosure of this Mortgage may, at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the Obligations secured hereby, and without regard to the then value of the Mortgaged Property or the occupancy thereof as a homestead, appoint a receiver for the benefit of Mortgagee, with power to collect the Rents, due and to become due, during such foreclosure suit and the full statutory period of redemption notwithstanding any redemption. The receiver, out of the Rents when collected, may pay costs incurred in the management and operation of the Real Estate, prior and subordinate liens, if any, and taxes, assessments, water and other utilities and insurance, then due or thereafter accruing, and may make and pay for any necessary repairs to the Real Estate, and may pay all or any part of the Obligations or other sums secured hereby or any deficiency decree entered in such foreclosure proceedings. Upon or at any time after the filing of a suit to foreclose this Mortgage, the court in which such suit is filed shall have full power to enter an order placing Mortgagee in possession of the Real Estate with the same power granted to a receiver pursuant to this subparagraph and with all other rights and privileges of a mortgagee-in-possession under applicable law.

(d) Mortgagee's Right to Enter and Take Possession, Operate and Apply Income. Mortgagee shall, at its option, have the right, acting through its agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon and take possession of the Real Estate, expel and remove any persons, goods, or chattels occupying or upon the same, to collect or receive all the Rents, and to manage and control the same, and to lease the same or any part thereof, from time to time, and, after deducting all reasonable attorneys' fees and expenses, and all reasonable expenses incurred in the protection, care, maintenance, management and operation of the Real Estate, distribute and apply the remaining net income in accordance with the terms of the Financing Agreement or upon any deficiency decree entered in any foreclosure proceedings.

16. Application of the Rents or Proceeds from Foreclosure or Sale. In any foreclosure of this Mortgage by judicial action, or any sale of the Mortgaged Property under the power of sale granted herein, in addition to any of the terms and provisions of the Financing Agreement, there shall be allowed (and included in the decree for sale in the event of a foreclosure by judicial action) to be paid out of the Rents or the proceeds of such foreclosure proceeding and/or sale:

(a) Obligations. All of the Obligations and other sums secured hereby which then remain unpaid;

(b) Other Advances. All other items advanced or paid by Mortgagee pursuant to this Mortgage; and

(c) Costs, Fees and Other Expenses. All court costs, reasonable attorneys' and paralegals' fees and expenses, appraiser's fees, advertising costs, filing fees and transfer taxes, notice expenses, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantees, title

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insurance policies, Torrens certificates and similar data with respect to title which Mortgagee in the reasonable exercise of its judgment may deem necessary. All such expenses shall become additional Obligations secured hereby when paid or incurred by Mortgagee in connection with any proceedings, including but not limited to probate and bankruptcy proceedings, to which Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured or in connection with the preparations for the commencement of any suit for the foreclosure, whether or not actually commenced, or sale by advertisement. The proceeds of any sale (whether through a foreclosure proceeding or Mortgagee's exercise of the power of sale) shall be distributed and applied in accordance with the terms of the Financing Agreement.

17. Cumulative Remedies; Delay or Omission Not a Waiver. Each remedy or right of Mortgagee shall not be exclusive of but shall be in addition to every other remedy or right now or hereafter existing at law or in equity. No delay in the exercise or omission to exercise any remedy or right accruing on the occurrence or existence of any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or acquiescence therein, nor shall it affect any subsequent Event of Default of the same or different nature. Every such remedy or right may be exercised concurrently or independently and when and as often as may be deemed expedient by Mortgagee.

18. Mortgagee's Remedies against Multiple Parcels. If more than one property, lot or parcel is covered by this Mortgage, and if this Mortgage is foreclosed upon, or judgment is entered upon any Obligations secured hereby, or if Mortgagee exercises its power of sale, execution may be made upon or Mortgagee may exercise its power of sale against any one or more of the properties, lots or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement may likewise be conducted separately or concurrently, in each case at Mortgagee's election.

19. No Merger. In the event of a foreclosure of this Mortgage or any other mortgage, deed of trust or deed to secure debt securing the Obligations, the Obligations then due the Mortgagee shall not be merged into any decree of foreclosure entered by the court, and Mortgagee may concurrently or subsequently seek to foreclose one or more mortgages, deeds of trust or deeds to secure debt which also secure said Obligations.

20. Notices. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered (i) three (3) days after deposit in the United States mails, with proper postage prepaid, (ii) when sent after receipt of confirmation or answerback if sent by telecopy or other similar facsimile transmission, (iii) one (1) business day after deposit with a reputable overnight courier with all charges prepaid, or (iv) when delivered, if hand-delivered by messenger, all of which shall be properly addressed to the party to be notified and sent to the address or number indicated as follows:

- (i) If to Mortgagee at:

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The CIT Group/Business Credit, Inc.
10 South LaSalle Street
Chicago, Illinois 60603
Attention: Regional Manager
Fax: 312-424-9740

(ii) If to Mortgagor at:

Archibald Candy Corporation
1137 West Jackson Boulevard
Chicago, Illinois 60607
Attention: Director of Real Estate
Fax: 312-432-3430

or to such other address or number as each party designates to the other in the manner herein prescribed.

21. Extension of Payments. Mortgagor agrees that, without affecting the liability of any person for payment of the Obligations secured hereby or affecting the lien of this Mortgage upon the Mortgaged Property or any part thereof (other than persons or property explicitly released as a result of the exercise by Mortgagee of its rights and privileges hereunder), Mortgagee may at any time and from time to time, on request of the Mortgagor, without notice to any person liable for payment of any Obligations secured hereby, but otherwise subject to the provisions of the Loan Documents, extend the time, or agree to alter or amend the terms of payment of such Obligations. Mortgagor further agrees that any part of the security herein described may be released with or without consideration without affecting the remainder of the Obligations or the remainder of the security.

22. Parties Not Partners. Nothing contained in this Mortgage shall constitute Mortgagor and Mortgagee as joint venturers or partners with one another or agents for one another or render either of them liable for and debts or obligations of the other.

23. Estoppel Letters. Mortgagor, upon ten (10) days' prior written notice, shall furnish Mortgagee with a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the Obligations, and stating to its best knowledge whether or not any off-sets or defenses exist against such principal and interest, and, if so, the particulars thereof, and any other matters reasonably requested by Mortgagee.

24. Governing Law. This Mortgage shall be governed by and construed in accordance with the applicable laws of the State of Illinois from time to time in effect, including, without limitation, the procedural and substantive matters relating to the creation, perfection, or foreclosure of liens and enforcement of rights and remedies against any of the mortgaged property.

25. Satisfaction of Mortgage. Upon full payment of all the Obligations, or upon satisfaction of the conditions set forth in the Financing Agreement for release of the

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Mortgaged Property from this Mortgage, this conveyance or lien shall be null and void and, upon demand therefor following such payment or satisfaction of the conditions set forth in the Financing Agreement for release of the Mortgaged Property, as the case may be, a satisfaction of mortgage or reconveyance of the Mortgaged Property shall promptly be provided by Mortgagee to Mortgagor.

26. Successors and Assigns Included in Parties. This Mortgage shall be binding upon the Mortgagor and upon the successors and assigns of the Mortgagor and shall inure to the benefit of the Mortgagee's successors and assigns; all references herein to the Mortgagor and to the Mortgagee shall be deemed to include their respective successors and assigns. Mortgagor's successors and assigns shall include, without limitation, a receiver, trustee or debtor in possession of or for the Mortgagor. Wherever used, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

27. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws. Mortgagor agrees, to the full extent permitted by law, that at all times following an Event of Default, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisal, valuation, stay, or extension laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereof; and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety. To the full extent permitted by law, Mortgagor hereby waives any and all statutory or other rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date hereof.

28. Interpretation with Other Documents. Notwithstanding anything in this Mortgage to the contrary, in the event of a conflict or inconsistency between provisions in this Mortgage and provisions in the Financing Agreement, the terms of the Financing Agreement shall govern.

29. Future Obligations. This Mortgage is given for the purpose of securing: (a) loan advances which the Mortgagee may make to or for Mortgagor pursuant and subject to the terms and provisions of the Financing Agreement, and (b) any future modifications, extensions, and renewals of any indebtedness or obligations. The parties hereto intend that, in addition to any other debt or obligation secured hereby, this Mortgage shall secure unpaid balances of loan advances made after this Mortgage is delivered to the appropriate recording office of the County Recorder in the State of Illinois, whether made pursuant to an obligation of Mortgagee or otherwise, and in such event, such advances shall be secured to the same extent as if such future advances were made on the date hereof, although there may be no advance made at the time of execution hereof and although there may be no indebtedness outstanding at the time any advance is made. Such loan advances may or may not be evidenced by notes executed

pursuant to the Financing Agreement; such future obligations and advances shall be in the maximum principal amount of THIRTY FIVE MILLION DOLLARS (\$35,000,000).

30. Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms and provisions contained herein or in the Financing Agreement shall not be in any way affected, prejudiced or disturbed thereby. In the event that the application of any of the covenants, agreements, terms or provisions of this Mortgage is held to be invalid, illegal or unenforceable, those covenants, agreements, terms and provisions shall not be in any way affected, prejudiced or disturbed when otherwise applied.

31. Changes. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Mortgagee relating to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

32. Time of Essence. Time is of the essence with respect to the provisions of this Mortgage.

33. Consents. Subject to any provisions in this Mortgage to the contrary, Mortgagee agrees that in instances in which the Mortgagor is required to obtain a Mortgagee's consent, Mortgagee shall not unreasonably withhold, condition or delay such consent.

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IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written by the person or persons identified below on behalf of Mortgagor (and said person or persons hereby represent that they possess full power and authority to execute this instrument).

Witnesses:

Mortgagor:

ARCHIBALD CANDY CORPORATION

Timothy A. [Signature]
Annelle M. Crenety

By:

TC Anglin
RICHARD J. ANGLIN
VP, CFO, SECRETARY

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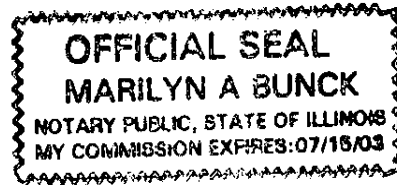
STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

Before me, a notary public in and for said state, on this 28th day of June, 2001 appeared RICHARD J. ANGLIN, the VP, CFO, SECRETARY of Archibald Candy Corporation, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its VP, CFO, SECRETARY and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Marilyn A. Bunck
Notary Public

[NOTARIAL SEAL]

My Commission Expires:
7-15-03



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EXHIBIT A

10577167

Legal Description

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EXHIBIT A

10577167

Store No. 103

Address: 1101 W. Jackson, Chicago, Illinois

LOTS 1 TO 6 INCLUSIVE IN THE SUBDIVISION OF THE EAST 1/2 OF BLOCK 24 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

Property address: 1101 W. Jackson, Chicago, Illinois

PIN: 17-17-223-018
17-17-223-019
17-17-223-020

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EXHIBIT A

10577167

Store No. 190
5543 S. Harlem, Chicago, Illinois

LOTS 21, 22, 23, 24 AND THE SOUTH 15 FEET OF LOT 20 (EXCEPT THAT PART TAKEN FOR THE WIDENING OF HARLEM AVENUE) IN BLOCK 106 IN FREDERICK H. BARTLETT'S 6TH ADDITION TO BARTLETT'S HIGHLANDS, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 5543 S. Harlem, Chicago, Illinois

PIN: 19-18-100-042

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EXHIBIT A

Store No. 201
6351 W. 95th Street, Oak Lawn, Illinois

10577167

LOTS 4, 5, 6, 7, 8, 9, AND 10 IN BLOCK 4 IN H. O. STONE AND COMPANY'S 95TH STREET COLUMBUS MANOR, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM LOT 10 IN BLOCK 4 OF H. O. STONE AND COMPANY'S 95TH STREET COLUMBUS MANOR SUBDIVISION THE FOLLOWING TRACT OF LAND: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE EAST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 26.04 FEET TO THE NORTH EAST CORNER THEREOF, THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 36.47 FEET TO A POINT ON THE WEST LINE OF SAID LOT, A DISTANCE OF 26.04 FEET SOUTH OF SAID NORTHWEST CORNER; THENCE NORTH ALONG THE WEST LINE OF LOT 10 A DISTANCE OF 26.04 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Property address: 6351 W. 95th Street, Oak Lawn, Illinois

PIN: 24-08-100-001
24-08-100-002
24-08-100-003
24-08-100-004
24-08-100-005
24-08-100-006
24-08-100-007

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EXHIBIT A

10577167

Store No. 203
10700 S. Cicero, Oak Lawn, Illinois

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN PALOS GATEWAY, BEING A SUBDIVISION OF
LOTS 9 AND 16 IN THE SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16,
TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Property address: 10700 S. Cicero, Oak Lawn, Illinois

PIN: 24-16-403-020
24-16-403-021
24-16-403-022
24-16-403-023

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10577167

EXHIBIT A

Store No. 208

14701 S. Cicero Avenue, Midlothian, Cook County, Illinois

PARCEL 1:

THE WEST 34.60 FEET OF THE EAST 71.60 FEET OF THE WEST 266.10 FEET OF THE SOUTH 108 FEET OF THE NORTH 125 FEET OF LOT 5 IN A. T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 5 IN A. T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF SAID SOUTH EAST 1/4 OF SECTION 9 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 33/80TH OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 10 ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 5, 142 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5 A DISTANCE OF 125 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 52 1/2 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5 A DISTANCE OF 125 FEET; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 52 1/2 FEET TO THE POINT OF BEGINNING (EXCEPT THE NORTH 17 FEET THEREOF TAKEN FOR HIGHWAY PURPOSES), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT 5 IN ARTHUR T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF SAID SOUTH EAST 1/4 OF SECTION 9 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 33/80TH OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 10, ALL IN TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 5, 17.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 125.00 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 125.00 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 5, 125.00 FEET TO A POINT 17.00 FEET EAST OF THE WEST LINE OF SAID LOT 5; THENCE NORTH ON A LINE 17.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 5, 125.00 FEET TO THE POINT OF BEGINNING (EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS:

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EXHIBIT A

Store No. 208
14701 S. Cicero Avenue, Midlothian, Cook County, Illinois

BEGINNING AT A POINT, DISTANT 33 FEET SOUTH AND 50 FEET EAST OF THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 10; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 10, A DISTANCE OF 125.00 FEET TO A POINT; THENCE SOUTH, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12 FEET TO A POINT; THENCE WEST, PARALLEL WITH SAID NORTH LINE A DISTANCE OF 75 FEET TO A POINT; THENCE SOUTHWEST A DISTANCE OF 63.64 FEET TO A POINT DISTANT 90 FEET SOUTH AND 55 FEET EAST OF SAID NORTHWEST CORNER; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 68 FEET TO A POINT; THENCE WEST A DISTANCE OF 5 FEET TO A POINT; THENCE NORTH ALONG THE EAST LINE OF CICERO AVENUE, A DISTANCE OF 125 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 3 AS CREATED BY THE GRANT OF EASEMENT MADE BY 147TH STREET BUILDING CORPORATION, A CORPORATION OF ILLINOIS, TO J. CLARE MOORE, JR. AND OTHERS DATED JULY 19, 1966 AND RECORDED AUGUST 1, 1966 AS DOCUMENT 19902712 FOR PASSAGEWAY OVER PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A LINE PARALLEL TO THE WEST LINE OF LOT 5 IN A. T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS AFORESAID, 17.0 FEET EAST OF THE WEST LINK OF LOT 5 AND 125.0 FEET SOUTH OF THE NORTH LINE OF SAID LOT 5; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 145.0 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5 A DISTANCE OF 35.0 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 145.0 FEET TO THE EAST LINE OF THE WEST 17.0 FEET OF LOT 5; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 35.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property Address: 14701 S. Cicero Avenue, Midlothian, Cook County, Illinois

P.I.N.: 25-10-300-015
25-10-300-017
25-10-300-162

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EXHIBIT A

10577167

Store No. 211
1001 E. 162nd Street, South Holland, Illinois

THE WEST 125 FEET (EXCEPT THE SOUTH 15 FEET THEREOF) AS MEASURED ON THE SOUTH LINE OF OUT LOT "D" BEING A PART OF CHAPMAN'S TULIP TERRACE, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 1957 AS DOCUMENT 16866519, IN COOK COUNTY, ILLINOIS

Property address: 1001 E. 162nd Street, South Holland, Illinois

PIN: 29-23-109-001

Property of Cook County Clerk's Office

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EXHIBIT A

Store No. 213
17245 W. Torrence, Lansing, Illinois

10577167

LOTS 14 TO 18, BOTH INCLUSIVE, IN BLOCK 3 IN TORRENCE BERNICE ADDITION, (EXCEPTING THEREFROM THAT PART TAKEN BY THE DEPARTMENT OF TRANSPORTATION IN CASE NUMBER 93L50412), BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 (EXCEPT THE EAST 16 RODS THEREOF, AND EXCEPT THE SOUTH 264 FEET OF THE WEST 165 FEET OF THE EAST 429 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AFORESAID, ALSO EXCEPTING ALL THAT PART, IF ANY, FALLING WITHIN THE SOUTH 16 RODS OF THE WEST 10 RODS OF THE EAST 26 RODS F THE NORTH 80 RODS) IN SECTION 30, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 17245 W. Torrence, Lansing, Illinois

PIN: 30-30-108-015
30-30-108-016
30-30-108-017
30-30-108-018
30-30-108-019

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EXHIBIT A

Store No. 216
18101 S. Halsted, Homewood, Illinois

10577167

A TRACT OF LAND COMPRISING PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1753.50 FEET NORTH OF THE SOUTH LINE AND 82.25 FEET EAST OF THE WEST LINE OF SAID SECTION 33 (AS MEASURED ALONG A LINE PARALLEL WITH THE WEST LINE AND SOUTH LINE OF SAID SECTION) SAID POINT BEING ON THE EAST LINE OF THE HALSTED STREET AS ESTABLISHED BY PLAT OF HAZELWOOD CEMETERY, RECORDED JUNE 17, 1926 AS DOCUMENT 9311633; AND RUNNING THENCE EASTERLY PERPENDICULAR TO SAID EAST LINE OF HALSTED STREET A DISTANCE OF 150 FEET; THENCE NORTH PARALLEL WITH SAID EAST LINE OF HALSTED STREET A DISTANCE OF 281.34 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF HOMEWOOD-THORNTON ROAD, SAID SOUTHERLY LINE BEING 33 FEET SOUTHERLY OF THE CENTER LINE OF SAID ROAD; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF HOMEWOOD-THORNTON ROAD A DISTANCE OF 166.58 FEET TO SAID EAST LINE OF HALSTED STREET AS ESTABLISHED BY PLAT OF HAZELWOOD CEMETERY; THENCE SOUTHERLY ALONG SAID EAST LINE A DISTANCE OF 208.88 FEET, TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS EXCEPTING THAT PORTION TAKEN BY CONDEMNATION IN CASE 86 L 51201.

Property address: 18101 S. Halsted, Homewood, Illinois

PIN: 29-33-301-014

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EXHIBIT A

10577167

Store No. 239
3536 W. Dempster, Skokie, Illinois

LOTS 297, 298 AND 299 IN SWENSON BROTHERS 3RD ADDITION TO COLLEGE HILL
ADDITION TO EVANSTON, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF
SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL
MERIDIAN IN COOK COUNTY ILLINOIS.

Property address: 3536 W. Dempster, Skokie, Illinois

PIN: 10-14-421-040

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EXHIBIT A

10577167

Store No. 240
10086 Skokie Boulevard, Skokie, Illinois

PARCEL 1:

LOTS 2 TO 5 INCLUSIVE AND EAST 12.49 OF LOT 6 IN NORTH EVANSTON HARRISON BOULEVARD SUBDIVISION OF THE EAST 13.37 ACRES (EX THE SOUTH 528 FEET OF THE EAST 165 FEET) OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 9 TOWNSHIP 41 RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF VACATED ALLEY NORTH OF LOT 3 AND SOUTH OF LOTS 4, 5, 6 LYING BETWEEN THE WEST LINE OF CICERO AVENUE AND WEST LINE OF LOTS 1, 2, 3 EXTENDED NORTH EVANSTON HARRISON BOULEVARD ADDITION AFORESAID ALL IN COOK COUNTY, ILLINOIS.

Property address: 10086 Skokie Boulevard, Skokie, Illinois

PIN: 10-09-204-006
10-09-204-007
10-09-204-027
10-09-204-028

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EXHIBIT A

10577167

Store No. 248

7001 N. Lincoln, Lincolnwood, Illinois

LOT 2 IN BRADY'S SUBDIVISION OF THAT PART OF THE SOUTH 10 ACRES LYING EAST OF LINCOLN AVENUE OF THE WEST 30 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property address: 7001 N. Lincoln, Lincolnwood, Illinois

PIN: 10-31-200-008

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EXHIBIT A

10577167

Store No. 277
201 S. Main Street, Mt. Prospect, Illinois

LOT "A" IN MANOS' CONSOLIDATED OF LOTS 2 AND 3 IN BLOCK 1 IN MEIER'S ADDITION TO MOUNT PROSPECT IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT "A"; THENCE ON AN ASSUMED BEARING OF SOUTH 59 DEGREES 20 MINUTES 47 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT "A", A DISTANCE OF 7.811 METERS (25.96 FEET); THENCE SOUTH 54 DEGREES 43 MINUTES 31 SECONDS WEST 8.218 METERS (26.96 FEET); THENCE SOUTH 08 DEGREES 39 MINUTES 30 SECONDS WEST 9.270 METERS (30.41 FEET); TO THE WEST LINE OF SAID LOT "A"; THENCE NORTH 0 DEGREES 48 MINUTES 14 SECONDS WEST, ALONG SAID WEST LINE, 13.76 METERS (45.00 FEET) TO A POINT OF CURVATURE ON SAID WEST LINE; THENCE NORTHEASERLY ALONG SAID WEST LINE OF LOT "A", BEING ALONG THE ARC OF A CURVE, BEING CONCAVE EASTERLY, HAVING A RADIUS OF 6.096 METERS (20.00 FEET), THROUGH A CENTRAL ANGLE OF 42 DEGREES 58 MINUTES 26 SECONDS FOR A DISTANCE OF 4.572 METERS (15.00 FEET) TO THE POINT OF BEGINNING.

Property address: 201 S. Main Street, Mt. Prospect, Illinois

PIN: 08-12-120-029

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EXHIBIT B

10577167

Permitted Liens

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EXHIBIT B PERMITTED EXCEPTIONS

10577167

Store No. 103
1101 W. Jackson, Chicago, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. EASEMENT GRANTED AND THE TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THE EASEMENT GRANT DATED MAY 21, 1987 AND RECORDED JUNE 8, 1987 AS DOCUMENT NUMBER 87309149 MADE BY FANNIE MAY CANDY SHOPS, INC., TO COMMONWEALTH EDISON COMPANY, ITS SUCCESSORS OR ASSIGNS, BY WHICH THE GRANTOR GAVE GRANTEE A PERPETUAL RIGHT, EASEMENT, PERMISSION AND AUTHORITY 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 AND DISTRIBUTION OF ELECTRIC ENERGY IN, UNDER, OVER, ACROSS AND ALONG THE ALLEY TO THE EXTENT OF FANNIE MAYS OWNERSHIP INTEREST. (SEE LEGAL NOTED ABOVE AT NUMBER 2)
3. RIGHTS OF THE PUBLIC AND ADJOINING OWNERS IN AND TO THAT PART OF THE LAND FALLING IN STREET AND ALLEYS.
4. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, FOR THE MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC., IN STREETS AND ALLEYS.
5. RIGHT, TITLE AND INTEREST OF THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, FOR PUBLIC EASEMENT PURPOSES IN AND TO THAT PART OF THE LAND FALLING IN ALLEY.
6. RESERVATION OF EASEMENT CONTAINED IN ORDINANCE RECORDED MAY 27, 1986 AS DOCUMENT NUMBER 86209649 TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY, THEIR SUCCESSORS OR ASSIGNS, AN EASEMENT TO OPERATE, MAINTAIN, CONSTRUCT, REPLACE AND RENEW OVERHEAD POLES, WIRES, AND ASSOCIATED EQUIPMENT AND UNDERGROUND CONDUIT, CABLES AND ASSOCIATED EQUIPMENT FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICAL ENERGY AND TELEPHONE AND ASSOCIATED SERVICES OVER, ALONG, AND UNDER THE PUBLIC ALLEY THEREIN VACATED BY SAID ORDINANCE IN FAVOR OF THE EXISTING CITY FACILITIES AND FOR MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SAID FACILITIES OR THE CONSTRUCTION OF ADDITIONAL MUNICIPALLY OWNED ELECTRICAL FACILITIES.

7. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES AND THE CITY OF CHICAGO AS DISCLOSED BY SURVEY MADE BY JOSEPH S. STUDNICKA & ASSOCIATES DATED OCTOBER 28, 1991, ORDER NUMBER 84-9-10, DEPICTING THE FOLLOWING ON THE LAND: LIGHT POLES, OVERHEAD WIRES, MANHOLES, TELEPHONE BOOTH, WOOD SERVICE POLES, TRANSFORMER AND INLETS.
8. ENCROACHMENTS OF THE FOUR STORY BUILDING AND ONE STORY BRICK BUILDING LOCATED ON THE LAND ONTO THE EASEMENT NOTED ABOVE AT NUMBER 9.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 190
5543 S. Harlem Avenue, Chicago, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. ENCROACHMENT OF THE TWO CONCRETE PLANTERS LOCATED ALONG THE WESTERN LINE OF THE LAND ONTO THE PUBLIC RIGHT OF WAY WEST AND ADJOINING, AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE, INC. DATED SEPTEMBER 30, 1991, ORDER NUMBER N-116686.
3. ENCROACHMENT OF THE CONCRETE BASE LOCATED ALONG THE SOUTHERN LINE OF THE LAND, AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE, INC. DATED SEPTEMBER 30, 1991, ORDER NUMBER N-116686.

PROPERTY OF Cook County Clerk's Office

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 201
6351 W. 95th Street, Oak Lawn, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
3. COVENANTS AND RESTRICTIONS RELATING TO SALE, MARKETING, STORAGE AND ADVERTISING OF PETROLEUM FUELS CONTAINED IN THE DEED RECORDED DECEMBER 9, 1976 AS DOCUMENT NUMBER LR 2910418 WHICH DOES NOT CONTAIN A REVERSIONARY OR FORFEITURE CLAUSE.
4. ENCROACHMENT OF THE SIGN AND METAL FRAME ONTO THE LAND EAST AND ADJOINING AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE, INC., DATED SEPTEMBER 25, 1991.
5. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE, INC., DATED SEPTEMBER 25, 1991 DEPICTING THE FOLLOWING ON THE LAND: LIGHT POLES. OVERHEAD WIRES, GAS VALVE AND POWER POLES.
6. ENCROACHMENT OF THE PLANTER LOCATED MAINLY ON THE LAND AND ONTO THE PROPERTY NORTH AND ADJOINING AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE, INC., DATED SEPTEMBER 25, 1991.

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EXHIBIT B PERMITTED EXCEPTIONS

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Store No. 203
10700 S. Cicero Avenue, Oak Lawn, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. TERMS, PROVISIONS AND CONDITIONS OF ORDINANCE RELATING TO THE OFFICIAL PLAN OF VILLAGE OF OAK LAWN, RECORDED SEPTEMBER 14, 1956 AS DOCUMENT 16698731.
3. COVENANTS AND CONDITIONS CONTAINED IN DEED FROM THE STOCK YARDS TRUST AND SAVINGS BANK, AS TRUSTEE TO JOSEPH O'CONNELL, DATED JUNE 11, 1926 AND RECORDED JUNE 12, 1926 AS DOCUMENT 9306576 RELATING TO THE MATERIAL, CONSTRUCTION, USE AND COST OF BUILDINGS TO BE ERECTED ON THE LAND.
4. OVERHEAD UTILITY WIRE ACROSS THE EAST 2 FEET OF THE WEST PROPERTY LINE AS DISCLOSED BY THE 1991 SURVEY.
5. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES IF ANY, AS DISCLOSED BY SURVEY MADE BY JAMES M. SCHICK DATED OCTOBER 29, 1991 DEPICTING THE FOLLOWING: CATCH BASIN, MANHOLE AND UTILITY WIRES.
6. ENCROACHMENT OF THE EAVE CONNECTED AND FORMING A PART OF THE FRAME GARAGE LOCATED ON THE LAND SOUTH AND ADJOINING AND ONTO THIS INSURED PREMISES BY APPROXIMATELY .22 FEET AS DISCLOSED BY SURVEY MADE BY JAMES M. SCHICK DATED OCTOBER 29, 1991.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 208
14701 S. Cicero Avenue, Midlothian, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. TERMS AND PROVISIONS AND EASEMENT GRANT CONTAINED IN MEMORANDUM OF DECLARATION OF EASEMENTS RECORDED ON FEBRUARY 6, 1973 AS DOCUMENT 22212773 BY BREMER BANK TRUST NO. 2-356 AND AS CONTAINED IN EASEMENT GRANT RECORDED NOVEMBER 14, 1986 AS DOCUMENT 86539840 OF AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 77291 CREATING A PERPETUAL EASEMENT OF LIGHT AND AIR AND A COVENANT THAT NO BUILDING SHALL BE BUILT ON THE PROPERTY LEGALLY DESCRIBED AS FOLLOWS: THE EAST 71.60 FEET OF THE WEST 266.10 FEET OF LOT (EXCEPT THE SOUTH 478.60 FEET THEREOF AND EXCEPT THE NORTH 17 FEET THEREOF TAKEN FOR HIGHWAY PURPOSES) ALL IN A. J. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 33/80THS OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ALSO EASEMENT GRANT DATED DECEMBER 1, 1972 AND RECORDED NOVEMBER 14, 1986 AS DOCUMENT 86539840 ALSO GRANTING A PERPETUAL EASEMENT AFFECTS SAME AS ABOVE.

(AFFECTS THE NORTH 156 FEET OF PARCEL 1 AND OTHER PROPERTY NOT NOW IN QUESTION)
3. TERMS, PROVISIONS AND CONDITIONS RELATING TO SAID EASEMENT DESCRIBED AS PARCEL 4 CONTAINED IN THE INSTRUMENT CREATING SUCH EASEMENT.
4. RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
5. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES, AS DISCLOSED BY SURVEY MADE BY ROBINSON ENGINEERING COMPANY, LTD., DATED SEPTEMBER 21, 1983 AND RECERTIFIED OCTOBER 24, 1991 AND DEPICTING THE FOLLOWING: MANHOLES, LIGHT POLES AND POWER POLE.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 211
1001 E. 162nd Street, South Holland, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. RESTRICTIONS CONTAINED IN THE PLAT OF CHAPMAN'S TULIP TERRACE SUBDIVISION RECORDED APRIL 3, 1957 RELATING TO THE USE, PURPOSE, NUMBER, TYPE, HEIGHT, CHARACTER, COST, QUALITY, SIZE, AREA, LOCATION AND WIDTH OF BUILDINGS TO BE ERRECTED AND TO DISPLAY OF SIGNS AND PROHIBITING THE KEEPING OF LIVESTOCK AND POULTRY AND RELATING TO SIGHT DISTANCE AT INTERSECTIONS AND PROHIBITING PLACING OF PERMANENT BUILDINGS OR TREES ON A UTILITY EASEMENT.
3. PUBLIC UTILITIES AND DRAINAGE EASEMENT OVER 5 FEET ON THE SOUTH SIDE AND EAST SIDE OF THE LAND AS SHOWN ON PLAT RECORDED AS DOCUMENT 16866519.
4. RESTRICTIVE COVENANTS CONTAINED IN AGREEMENT DATED AUGUST 26, 1957 AND RECORDED SEPTEMBER 23, 1957 AS DOCUMENT 17019232 MADE BY AND BETWEEN THE KROGER COMPANY AND TREMARCO CORPORATION, THAT SAID LAND SHALL NOT NOW NOR IN THE FUTURE BE USED AS A RETAIL GROCERY STORE OR AS A RETAIL SUPER FOOD MART AND SIMILAR COVENANTS CONTAINED IN INDENTURE DATED SEPTEMBER 11, 1957 AND RECORDED SEPTEMBER 23, 1957 AS DOCUMENT 17019233 BETWEEN PULLMAN TRUST AND SAVINGS BANK, AS TRUSTEE UNDER THE KROEGER CORPORATION, AN OHIO CORPORATION.
5. ENCROACHMENT OF THE OVERHEAD SIGN LOCATED MAINLY ON THE LAND AND ONTO THE PUBLIC PROPERTY NORTHWESTERLY AND ADJOINING AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN INC., DATED NOVEMBER 13, 1991 AS ORDER NUMBER 912034.
6. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN, INC., DATED NOVEMBER 13, 1991 AS ORDER NUMBER 912034 DEPICTING THE FOLLOWING ON THE LAND: MANHOLE, CATCH BASINS AND LIGHT POLES.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 213
17245 W. Torrence Avenue, Lansing, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 10488011 DATED SEPTEMBER 24, 1929, RELATING TO, AMONG OTHER THINGS, USE AND ONLY BRICK OR SIMILAR CONSTRUCTION IS TO BE USED IN IMPROVING SAID LOC. (AFFECTS LOT 14).
3. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DEED FROM UNION BANK OF CHICAGO, AS TRUSTEE, TO ALBERT GEORGE WENNINGER, WILLIAM C. TURK AND WILLIAM KLEIN DATED MARCH 7, 1928 AND RECORDED JUNE 2, 1928 AS DOCUMENT NUMBER 10041890, RELATING TO, AMONG OTHER THINGS, USE, CHARACTER, AND CONSTRUCTION OF BUILDINGS TO BE ERECTED ON THE LAND. (AFFECTS LOTS 17 and 18).
4. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DEED FROM UNION BANK OF CHICAGO, AS TRUSTEE, TO EMIL G. FORMHALS DATED AUGUST 27, 1929 AND RECORDED OCTOBER 2, 1929 AS DOCUMENT NUMBER 10495411, RELATING TO, AMONG OTHER THINGS, USE OF THE LAND AND CONSTRUCTION OF BUILDINGS TO BE ERECTED ON THE LAND. (AFFECTS LOT 15).
5. VACATED ALLEY OR STREETS CONTAINED IN ORDINANCE RECORDED APRIL 22, 1970 AS DOCUMENT NUMBER 21140701.
6. TERMS, PROVISIONS, COVENANTS, CONDITIONS AND LIMITATIONS OF THE ABROGATION AGREEMENT DATED JULY 30, 1975 AND RECORDED JULY 31, 1975 AS DOCUMENT NUMBER 23171724.

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7. TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS AS SET FORTH IN WARRANTY DEED RECORDED AS DOCUMENT NUMBER 25298774 MADE BY MARATHON OIL COMPANY TO FANNIE MAY CANDY SHOPS, INC., BY WHICH: GRANTEE AGREES THAT FOR A PERIOD OF 25 YEARS FROM AND AFTER THE DATE OF THIS CONVEYANCE, THE PREMISES SHALL NOT BE USED FOR THE SALE, MARKETING, STORAGE OR ADVERTISING OF PETROLEUM FUELS, AND THAT THIS RESTRICTION SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE CONTAINED IN AND MADE A PART OF EVERY DEED, MORTGAGE, LEASE OR OTHER INSTRUMENT AFFECTING THE TITLE TO SAID PREMISES, SUCH RESTRICTION SHALL NOT, HOWEVER, PROHIBIT THE STORAGE OF PETROLEUM FUELS ON THE PROPERTY FOR THE PURPOSE OF USE OR CONSUMPTION BY OCCUPANTS. (AFFECTS ALL).
8. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN INC. DATED NOVEMBER 14, 1991, ORDER NUMBER 912032, DEPICTING THE FOLLOWING: OVERHEAD WIRES, UTILITY POLES, AND ILLINOIS BELL TELEPHONE BOX.
9. ENCROACHMENT OF THE FENCE LOCATED MAINLY ON THE LAND AND ONTO THE PROPERTY EAST AND ADJOINING BY APPROXIMATELY 1.00 FEET, AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN INC. DATED NOVEMBER 14, 1991, ORDER NUMBER 912032.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 216
18101 S. Halsted Street, Homewood, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. ENCROACHMENT OF FENCE LOCATED MAINLY ON THE LAND AND ONTO PROPERTY SOUTH AND ADJOINING BY APPROXIMATELY .22 FEET AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN INC., DATED NOVEMBER 11, 1991 AS ORDER NUMBER 912029.
3. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES AS DISCLOSED BY CATCH BASES, UTILITY POLE, WIRES AND CABLE LINES LOCATED ON THE LAND AS DEPICTED ON SURVEY MADE BY GREMLEY & BIEDERMANN INC., DATED NOVEMBER 11, 1991 AS ORDER NUMBER 912029.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 239
3536 W. Dempster Avenue, Skokie, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN, INC., DATED OCTOBER 24, 1991 AS ORDER NUMBER 912030, DEPICTING THE FOLLOWING ON THE LAND:

CATCH BASINS, MANHOLES, LIGHT POLES, WOODEN UTILITY POLE, ELECTRIC CABLE AND AERIAL WIRES.
3. RIGHTS OF THE PUBLIC IN AND TO THAT PART FALLING WITHIN THE STREET.
4. COVENANTS AND RESTRICTIONS CONTAINED IN DECLARATION DATED NOVEMBER 8, 1923 AND RECORDED NOVEMBER 8, 1923 AS DOCUMENT NUMBER 8176898 BY ALBERT C. SWENSON AND EUGENE L. SWENSON AND OTHERS, RELATING TO THE COST USE AND LOCATION OF THE BUILDINGS TO BE ERECTED ON THE LAND AND THAT LOT 297 MAY BE USED FOR BUSINESS PURPOSES AND IS NOT SUBJECT TO BUILDING RESTRICTIONS MENTIONED HEREIN.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 240
10086 Skokie Blvd., Skokie, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. PROVISION CONTAINED IN ORDINANCE DATED FEBRUARY 7, 1956 AND RECORDED MARCH 1, 1956 AS DOCUMENT 16509245 RESERVING TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS AND TO ILLINOIS BELL TELEPHONE COMPANY AN EASEMENT FOR PUBLIC SERVICE UTILITIES IF ANY, NOW LOCATED IN SAID ALLEY AND FOR MAINTENANCE, RENEWAL AND RECONSTRUCTION THEREOF.
3. ORDINANCE RECORDED MARCH 27, 1974 AS DOCUMENT 22667675 PROVIDING FOR THE VACATION OF THE NORTH-SOUTH AND EAST-WEST ALLEYS BETWEEN SKOKIE BOULEVARD; LACROSSE AVENUE; OLD ORCHARD ROAD AND CENTRAL STREET IN THE VILLAGE OF SKOKIE.
4. ENCROACHMENT OF THE BLACK TOP LYING SOUTH AND ADJOINING ONTO THE INSURED PREMISES ALONG THE SOUTH WESTERN LINE OF THE LAND AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE INC., DATED OCTOBER 31, 1991 AS ORDER NUMBER N-116700.
5. ENCROACHMENT OF THE CONCRETE CURB ONTO THE PROPERTY NORTH AND ADJOINING BY APPROXIMATELY .60 FEET AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE, INC., DATED OCTOBER 31, 1991 AS ORDER NUMBER N-116700.
6. RIGHTS OF THE PUBLIC OR QUASI PUBLIC UTILITIES, IF ANY, AS DISCLOSED BY SURVEY MADE BY NATIONAL SURVEY SERVICE, INC., DATED OCTOBER 31, 1991 AS ORDER NUMBER N-116700 DEPICTING THE FOLLOWING ON THE LAND: LIGHT POLES.

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EXHIBIT B PERMITTED EXCEPTIONS

Store No. 248
7001 N. Lincoln Avenue, Lincolnwood, Cook County, IL

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. GRANT OF EASEMENT RECORDED MARCH 20, 1952 AS DOCUMENT NUMBER 15299696 TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS, ITS SUCCESSORS AND ASSIGNS, TO MAINTAIN AND OPERATE GAS MAINS IN, UPON, AND ALONG THE NORTHEASTERLY HALF OF LINCOLN AVENUE, WHICH EXTENDS ALONG THE SOUTHWESTERLY SIDE OF THE LAND.
3. EASEMENTS FOR PUBLIC UTILITIES AND FOR DRAINAGE OVER THAT PART OF THE LAND LYING NORTHWESTERLY OF A LINE DRAWN PARALLEL TO AND 10 FEET SOUTHEASTERLY OF THE NORTHWESTERLY LINE OF THE LAND AS SHOWN AND GRANTED ON THE PLAT OF SUBDIVISION RECORDED AS DOCUMENT NUMBER 17536197.
4. EASEMENT RECORDED OCTOBER 14, 1959 AS DOCUMENT NUMBER 17684671 MADE BY OCCIDENT PROPERTIES, INC. TO ALVIN A. BORG, ET. AL., GRANTING AN EASEMENT FOR INGRESS AND EGRESS, AFFECTING THE NORTHWESTERLY 10 FEET OF THE LAND, AND THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED.
5. EASEMENT RECORDED JULY 30, 1962 AS DOCUMENT NUMBER 18547473 MADE BY LINCOLNWOOD G.R. KINNEY CO. TO JOSEPH VANCHIERI AND OTHERS, GRANTING AN EASEMENT FOR INGRESS AND EGRESS; AFFECTING THE LINE PARALLEL AND 10 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY LINE OF THE LAND OF THE LAND, AND THE TERMS, PROVISIONS AND CONDITIONS THEREIN CONTAINED.
6. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DEED RECORDED JULY 30, 1962 AS DOCUMENT NUMBER 18547473.
7. EASEMENT AND RIGHT OF WAY FOR THE PURPOSE OF INSTALLING AND MAINTAINING A SEWER LINE RUNNING FROM THE PREMISES NORTHWESTERLY OF THE LAND AND THE RIGHT AND EASEMENT TO TIE INTO AND CONNECT WITH THE EXISTING LINE THEREON. (SAID EASEMENT IS 3 FEET IN WIDTH).
8. EASEMENT FOR PARTY DRIVE OVER THE NORTHWESTERLY PART OF THE LAND, AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN INC. DATED NOVEMBER 7, 1991, ORDER NUMBER 912033.

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9. ENCROACHMENT OF THE SIGN AND CONCRETE WALK LOCATED MAINLY ON THE LAND AND ONTO THE LAND SOUTHWESTERLY AND ADJOINING, AS DISCLOSED BY SURVEY MADE BY GREMLEY & BIEDERMANN INC. DATED NOVEMBER 7, 1991, ORDER NUMBER 912033.
10. RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES IN AND TO THE LIGHT POLE LOCATED ON THE LAND AND DEPICTED ON SURVEY MADE BY GREMLEY & BIEDERMANN INC. DATED NOVEMBER 7, 1991, ORDER NUMBER 912033.

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**EXHIBIT B
PERMITTED EXCEPTIONS**

**Store No. 277
201 S. Main Street, Mt. Prospect, Cook County, IL**

1. GENERAL REAL ESTATE TAXES NOT YET DUE AND PAYABLE.
2. PLAT OF WATER MAIN EASEMENT FOR THE REPAIR, MAINTENANCE AND RECONSTRUCTION OF AN EXISTING WATER MAIN OVER THE WEST 5 FEET OF THE NORTH 27 FEET OF THE SOUTH 152.03 FEET (AS MEASURED ON THE WEST LINE THEREOF) OF LOT "A", AFORESAID AND RECORDED AS DOCUMENT NUMBER 2430095.

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