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

Dated as of February 3, 2000

From

ROBBINS RESOURCE RECOVERY PARTNERS, L.P.
(the "Grantor")

To

VILLAGE OF ROBBINS, COOK COUNTY, ILLINOIS
as Mortgagee

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THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "**Mortgage**"), dated as of February 3, 2000, is from ROBBINS RESOURCE RECOVERY PARTNERS, L.P., a Delaware limited partnership, as successor by merger to RRRP Midwest, LLC, successor to RRRP Midwest, Inc., having its principal place of business at 6201 West Canal Bank Road, Forest View, Illinois (the "**Grantor**") to the VILLAGE OF ROBBINS, COOK COUNTY, ILLINOIS, a home rule unit of local government duly organized and validly existing under the constitution of the laws of the State of Illinois, with its principal place of business at 3327 West 137th Street, Robbins, Illinois 60472 (together with its permitted successors and assigns, the "**Mortgagee**").

RECITALS:

A. The Mortgagee and First Trust of Illinois, National Association, as successor trustee, were parties to a Mortgage, Security Agreement and Indenture of Trust, dated as of September 15, 1994 (the "**Original Indenture**"), which provided for the issuance by the Mortgagee of certain of its bonds for the purpose of financing a portion of the cost of acquiring, constructing, equipping and installing a recycling and waste-to-energy facility designed to process approximately 1,600 tons of municipal solid waste per day (the "**Facility**").

B. The Mortgagee and US Bank Trust National Association, as successor trustee, were parties to an Amended and Restated Mortgage, Security Agreement and Indenture of Trust, dated as of September 15, 1996 (the "**Amended 1994 Indenture**"), which amended, restated and superseded the Original Indenture to accommodate an exchange of certain of the bonds.

C. The Mortgagee and SunTrust Bank, successor to SunTrust Bank, Central Florida, National Association, as successor trustee (the "**Trustee**"), have entered into that certain Second Amended and Restated Mortgage, Security Agreement and Indenture of Trust dated as of October 15, 1999 (the "**Second Amended Indenture**") to amend, restate and supersede the Amended 1994 Indenture in order to accommodate the issuance of the Bonds (as defined in the Second Amended Indenture) in exchange for the bonds issued in connection with the Amended 1994 Indenture.

D. Mortgagee leases the Facility to Grantor pursuant to the terms of a certain Amended and Partially Restated Facility Lease Agreement dated as of October 15, 1999 (the "**Lease Agreement**"), and the rental payments to be made by Grantor thereunder fund the payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued under the Second Amended Indenture, which Bonds are authorized in the aggregate principal amount of up to \$273,000,000, and to reimburse any Credit Bank, any Debt Service Reserve Account Facility Provider and any Bond Insurer (each as defined in the Second Amended Indenture) for amounts owed to it under its Credit Facility, Debt Service Reserve Account Facility or Bond Insurance Policy (each as defined in the Second Amended Indenture), such rental payments herein sometimes referred to as the "**Debt Obligations**".

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E. It is a condition precedent to the issuance of the Bonds that Grantor execute and deliver this Mortgage as further security for the Debt Obligations.

F. Grantor is duly authorized under all applicable provisions of law, its certificate of limited partnership and partnership agreement to execute and deliver this Mortgage and to mortgage, convey, assign and grant a security interest in the Mortgaged Property (as hereinafter defined) to the Mortgagee, as security for the Debt Obligations and all corporate action and all consents, approvals and other authorizations and all other acts and things necessary to make this Mortgage the valid, binding and legal instrument for the security of the Debt Obligations have been done and performed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that Grantor, in consideration of the premises, the issuance of the Bonds and execution and delivery of the Second Amended Indenture, and of the sum of Ten Dollars received by Grantor from the Mortgagee and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of all of the Debt Obligations, Grantor does hereby mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm, pledge, assign and hypothecate to the Mortgagee the following property, rights, interests and estates now owned, or hereafter acquired by Grantor (collectively referred to herein as the "*Mortgaged Property*"):

GRANTING CLAUSE FIRST REAL PROPERTY

All that certain real property described on Exhibit A attached hereto and incorporated herein by this reference, and the reversion or reversions, remainder or remainders, in and to said land, and together with the entire interest of Grantor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said land, belonging or in anywise appertaining thereto, including, without limitation, the entire right, title and interest of Grantor in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of Grantor either in law or in equity, in possession or expectancy, of, in and to said land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by Grantor and is affixed or attached or annexed to said land, shall be and remain or become and constitute a portion of said land and the security covered by and subject to the lien of this Mortgage, together with all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all (all of which properties are hereinafter referred to as the "*Premises*"), together with the entire interest of Grantor in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such land, including all right, title and interest of Grantor, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement now or hereafter standing on said land which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such (including, without limitation, all boilers, air conditioning, ventilating, plumbing, heating, lighting and electrical systems and apparatus, all communications equipment and intercom

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systems and apparatus, all sprinkler equipment and apparatus and all elevators and escalators) (all of which are hereinafter referred to as the "*Improvements*").

GRANTING CLAUSE SECOND EQUIPMENT

All machinery, equipment, fixtures (including but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature, whether tangible or intangible, whatsoever owned by, or in which Grantor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon the Premises and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Premises and the Improvements (hereinafter collectively called the "*Equipment*"), including the proceeds of any sale or transfer of the foregoing, and the right, title and interest of Grantor in and to any of the Equipment which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Mortgaged Property is located (the "*Uniform Commercial Code*") superior in priority to the lien of this Mortgage. In connection with Equipment which is leased to Grantor or which is subject to a lien or security interest which is superior to the lien of this Mortgage, this Mortgage shall also cover all right, title and interest of Grantor in and to all deposits, and the benefit of all payments now or hereafter made with respect to such Equipment.

GRANTING CLAUSE THIRD CONDEMNATION AWARDS AND PAYMENTS

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Premises or any part thereof or any Improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof) (hereinafter referred to as a "*Condemnation*"), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said Premises or any part thereof or the Improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*").

GRANTING CLAUSE FOURTH RENTS AND LEASES

All right, title and interest of Grantor in and to all leases, subleases (if, and to the extent that Grantor has any rights, title or interest therein), including, without limitation, any assignments thereof (including, without limitation, all guarantees of any such leases, assignment

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of leases and subleases) and other agreements affecting the use, enjoyment or occupancy of the Premises and the Improvements heretofore or hereafter entered into (the leases described above are hereinafter referred to as the "*Leases*") and all income, rents, issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Premises and the Improvements (the "*Rents*") whether paid or accruing before or after the filing by or against Grantor of any petition for relief under the Bankruptcy Code (as hereinafter defined) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt Obligations.

GRANTING CLAUSE FIFTH INSURANCE PROCEEDS

All right, title and interest of Grantor in and to any insurance policies covering the Mortgaged Property, including, without limitation, all proceeds thereof and any unearned premiums on any insurance policies covering the Premises and the Improvements, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises and the Improvements or any part thereof.

GRANTING CLAUSE SIXTH GENERAL INTANGIBLES

Subject to the terms and provisions of this Mortgage, the right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of the Mortgagee in the Mortgaged Property or any part thereof.

All franchises, trade names, trademarks, symbols, service marks, books, records, plans and specifications, contracts, licenses, approvals, consents, subcontracts, service contracts, management contracts, permits and other agreements of any nature whatsoever now or hereafter obtained or entered into by Grantor, or any managing agent of the Premises and the Improvements on behalf of Grantor, with respect to the use, occupation, development, construction and/or operation of the Premises and the Improvements or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Premises or the Improvements or any part thereof.

All accounts receivable, contract rights, interests, estate or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Mortgaged Property or any part thereof, and all reserve accounts, accounts for the deposit, collection and/or disbursement of the Rents and other accounts now or hereafter in existence with respect to the Lease Agreement, including, without limitation, all interest reserve accounts and replacement reserve accounts provided for under any documentation entered into or delivered by Grantor in connection with the Lease Agreement.

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All rights which Grantor now has or may hereafter acquire, to be indemnified and/or held harmless from any liability, loss, damage, costs or expense (including, without limitation, attorneys' fees and disbursements) relating to the Mortgaged Property or any part thereof.

All of Grantor's claims and rights to damages and any other remedies in connection with or arising from the rejection of any of the Leases by the tenants thereof or any trustee, custodian or receiver pursuant to the U.S. Bankruptcy Code, as amended (the "**Bankruptcy Code**") or in the event that there shall be filed by or against any tenant under any of the Leases any petition, action or proceeding under the Bankruptcy Code, or under any other similar federal or state law now or hereafter in effect.

All of the cash and non-cash proceeds of the foregoing.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the use and benefit of the Mortgagee, and the successors and assigns of the Mortgagee forever.

PROVIDED, HOWEVER, that these presents are upon the express condition that, if Grantor shall well and truly pay to the Mortgagee the Debt Obligations and every covenant and condition set forth herein and in the Lease Agreement, the Second Amended Indenture and in the Bonds shall have been satisfied, these presents and the estate and lien hereby granted shall cease, terminate and be void.

AND Grantor intending to be legally bound, represents and warrants to and covenants and agrees with the Mortgagee as follows:

ARTICLE I DEFINITIONS

The following terms shall have the following meanings for all purposes of this Mortgage:

"**Access Laws**" shall have the meaning assigned thereto in Section 2.19(a) hereof.

"**Amended 1994 Indenture**" shall have the meaning assigned thereto in the Recitals hereof.

"**Bankruptcy Code**" shall have the meaning assigned thereto in the Granting Clauses hereof.

"**Bonds**" shall have the meaning assigned thereto in the Second Amended Indenture.

"**Business Day**" shall mean any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions in the state in which the Mortgaged Property is located are authorized by law to be closed.

"**Collateral**" shall have the meaning assigned thereto in Section 2.17 hereof.

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"Condemnation" shall have the meaning assigned thereto in the Granting Clauses hereof.

"Condemnation Awards" shall have the meaning assigned thereto in the Granting Clauses hereof.

"Debt Obligations" shall have the meaning assigned thereto in the Recitals hereof.

"Default Rate" shall have the meaning assigned thereto in **Section 3.2** hereof.

"Environmental Laws" shall have the meaning assigned thereto in **Section 2.18(a)** hereof.

"Equipment" shall have the meaning assigned thereto in the Granting Clauses hereof.

"Event of Default" shall have the meaning assigned in **Section 3.1** hereof.

"Facility" shall have the meaning assigned thereto in the Recitals hereof.

"Grantor" shall have the meaning assigned thereto in the introductory paragraph hereof.

"Hazardous Substances" shall have the meaning assigned thereto in **Section 2.18(a)** hereof.

"Improvements" shall have the meaning assigned thereto in the Granting Clauses hereof.

"Insurance Premiums" shall have the meaning assigned thereto in **Section 2.3(a)** hereof.

"Lease Agreement" shall have the meaning assigned thereto in the Recitals hereof.

"Leases" shall have the meaning assigned thereto in the Granting Clauses hereof.

"Loan Documents" shall mean this Mortgage and the Lease Agreement.

"Mortgage" shall have the meaning assigned thereto in the introductory paragraph hereof.

"Mortgaged Property" shall have the meaning assigned thereto in the Recitals hereof.

"Mortgagee" shall have the meaning assigned thereto in the introductory paragraph hereof.

"Net Award" shall have the meaning assigned thereto in **Section 2.3(d)** hereof.

"Original Indenture" shall have the meaning assigned thereto in the Recitals hereof.

"Other Charges" shall have the meaning assigned thereto in **Section 2.4(a)** hereof.

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"Other Security Documents" shall have the meaning assigned thereto in **Section 2.1** hereof.

"Permitted Exceptions" shall have the meaning assigned thereto in **Section 2.2** hereof.

"Person" shall mean an individual, partnership, corporation, trust, government, governmental authority, unincorporated organization or any other entity.

"Policies" shall have the meaning assigned thereto in **Section 2.3(a)** hereof.

"Premises" shall have the meaning assigned thereto in the Granting Clauses hereof.

"Prohibited Encumbrances" shall have the meaning assigned thereto in **Section 2.4(a)** hereof.

"Rents" shall have the meaning assigned thereto in the Granting Clauses hereof.

"Second Amended Indenture" shall have the meaning assigned thereto in the Recitals hereof.

"Taxes" shall have the meaning assigned thereto in **Section 2.4(a)** hereof.

"Trustee" shall have the meaning assigned thereto in the Recitals hereof.

"Uniform Commercial Code" shall have the meaning assigned thereto in the Granting Clauses hereof.

Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage may be used interchangeably in singular or plural form. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

ARTICLE II GENERAL COVENANTS AND WARRANTIES

2.1. **Payment of Debt Obligations and Incorporation of Covenants, Conditions and Agreements.** Grantor shall pay the Debt Obligations at the time and in the manner provided in the Loan Documents. All the covenants, conditions and agreements contained in (a) the Lease Agreement and (b) all and any of the documents other than the Lease Agreement or this Mortgage now or hereafter executed by Grantor and/or others and by or in favor of the Mortgagee, which evidences, secures or guarantees all or any portion of the payments due under the Lease Agreement or otherwise is executed and/or delivered in connection with the Lease Agreement and this Mortgage (the **"Other Security Documents"**), are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

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2.2. **Warranty of Title.** Grantor warrants that Grantor has good title to the Mortgaged Property and has the right to mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm, pledge, assign and hypothecate the same and that, except for this Mortgage, Grantor possesses an unencumbered fee estate in the Premises and the Improvements and that it owns such interests in the Mortgaged Property free and clear of all liens, encumbrances and charges whatsoever except for those exceptions shown in the title insurance policy insuring the lien of this Mortgage (collectively, the "**Permitted Exceptions**"). Subject to the Permitted Exceptions, Grantor shall forever warrant, defend and preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to the Mortgagee against the claims of all persons whomsoever.

2.3. **Insurance.**

(a) Grantor shall cause the Mortgaged Property at all times during the entire term of this Mortgage to be insured for the mutual benefit of Grantor and the Mortgagee against loss or damage by fire and against loss or damage by other risks and hazards covered by a standard "all risk" insurance policy, satisfactory to Mortgagee. Grantor shall provide insurance in an amount (i) equal to at least the then full replacement value of the Mortgaged Property and (ii) such that the insurer would not deem Grantor a co-insurer under said policies. The premiums (the "**Insurance Premiums**") for the policies of insurance carried in accordance with **Section 2.3(a)** and **Section 2.3(b)** hereof (the "**Policies**") shall be paid annually in advance.

(b) Grantor, at its sole cost and expense, for the mutual benefit of Grantor and the Mortgagee, shall also obtain and maintain during the entire term of this Mortgage the following Policies:

(i) Flood insurance if any part of the Mortgaged Property is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto) in an amount equal to at least the then full replacement value of the Mortgaged Property or the amount of flood insurance available under said Act, whichever is less.

(ii) Comprehensive general liability insurance, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverages on an "occurrence basis" with minimum combined single limit coverage of not less than \$5,000,000.

(iii) Such other insurance as may from time to time be reasonably and customarily required by the Mortgagee in order to protect its interests in the Mortgaged Property.

(c) All Policies if and to the extent required by the Mortgagee and except as otherwise provided in the Lease Agreement or herein (i) shall be issued by an insurer

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reasonably satisfactory to the Mortgagee in its sole discretion, (ii) shall contain the standard New York mortgagee or equivalent non-contribution clause naming the Mortgagee as the person to which all payments made by such insurance company shall be paid, (iii) shall be maintained throughout the term of this Mortgage without cost to the Mortgagee, (iv) a certificate thereof shall be delivered to the Mortgagee, (v) shall contain such provisions as the Mortgagee deems reasonably necessary or desirable to protect its interest including, without limitation, endorsements providing that neither Grantor, the Mortgagee nor any other party shall be a co-insurer under said Policies and that the Mortgagee shall receive at least 30 days prior written notice of any modification or cancellation (including without limitation cancellation due to non-payment of premium), and (vi) shall be reasonably satisfactory in form and substance to the Mortgagee and shall be reasonably approved by the Mortgagee as to amounts, form, risk coverage, deductibles, loss payees and insureds. Not later than 30 days prior to the expiration date of each of the Policies, Grantor shall deliver to the Mortgagee satisfactory evidence of the renewal of each Policy.

(d) If the Mortgaged Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Grantor shall give, or cause to be given, notice thereof to the Mortgagee, promptly upon Grantor's actual knowledge thereof. Grantor shall not settle or adjust or permit the settlement or adjustment of any insurance claim without the Mortgagee's prior written consent. All insurance proceeds required to be applied to restoration and repair of the Mortgaged Property under the Leases shall be held and disbursed in accordance with the provisions of the Lease Agreement for such restoration and repair subject to compliance with the following conditions: (1) Grantor proceeds promptly after the insurance claims are settled with the restoration or repair; and (2) the restoration or repair is performed in compliance with all applicable laws, rules and regulations. All insurance proceeds not required to be disbursed for repair and restoration of the Mortgaged Property (the "*Net Award*") shall be delivered (provided no Event of Default exist hereunder), to Grantor.

(e) Grantor acknowledges the Mortgagee's right under and pursuant to **Section 3.3** hereof to obtain (either itself or by its agents, servicers, nominees or attorneys) any insurance required hereunder should Grantor fail to do so as required hereunder.

(f) Notwithstanding anything to the contrary contained herein, any insurance proceeds shall be paid to the Mortgagee and applied either to payment of the Debt Obligations or to repair and restoration of the Mortgaged Property at the Mortgagee's sole option.

2.4. *Payment of Taxes, etc.*

(a) All taxes, assessments, water rates and sewer rents, now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof (the "*Taxes*") and all ground rents, maintenance charges, other governmental impositions, and other charges, including without limitation vault charges and license fees for the use

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of vaults, chutes and similar areas adjoining the Premises, now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof (the "**Other Charges**") shall be paid on or prior to the date the same become due and payable. Grantor shall not suffer and shall promptly cause to be paid and discharged any lien or charge whatsoever (the "**Prohibited Encumbrances**") which may be or become a lien or charge against the Mortgaged Property, subject to **Section 2.4(b)** hereof. Grantor shall furnish, or cause to be furnished, to the Mortgagee or its designee receipts for the payment of the Taxes and the Other Charges prior to the date the same shall become delinquent.

(b) Grantor may (after prior written notice to the Mortgagee) at its own expense, contest, or permit to be contested, by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Taxes, the Other Charges or the Prohibited Encumbrances, provided that (i) no Event of Default has occurred and is continuing under the Lease Agreement or this Mortgage, (ii) such proceeding shall suspend the collection of the Taxes, the Other Charges or the Prohibited Encumbrances from Grantor and from the Mortgaged Property, (iii) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Grantor is subject and shall not constitute a default thereunder if contested by Grantor, (iv) neither the Mortgaged Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost during the pendency of such contest, and (v) the Mortgagee shall not be subjected to civil or criminal liability as a result of such contest or such delay in payment.

(c) In the event Grantor fails to pay any tax or insurance payments as required hereunder or an Event of Default otherwise has occurred, the Mortgagee may, at its option, require Grantor to deposit with Mortgagee or its designee an additional amount sufficient to satisfy the obligations of Grantor under **Section 2.3** and this **Section 2.4** as and when they become due; provided, however, nothing contained in this **Section 2.4(c)** shall discharge Grantor's obligations to make the payments required thereunder when due. The determination of the amount payable and of the fractional part thereof to be deposited with the Mortgagee with each required payment under the Lease Agreement or otherwise, shall be made by the Mortgagee in its sole discretion based on the prior year's taxes and insurance premiums and the Mortgagee's estimate of the amount by which taxes and insurance premiums can be expected to rise. Said amounts shall be held by the Mortgagee or its designee not in trust and not as agent of Grantor, and may be commingled with other funds held by the Mortgagee or its designee, and said amounts shall not bear interest, and so long as no Event of Default exists hereunder said amounts shall be applied to the payment of the obligations in respect to which the amounts were deposited or, after the occurrence of an Event of Default and at the option of the Mortgagee, to the payment of the Debt Obligations in such order or priority as the Mortgagee shall determine. If at any time within thirty (30) days prior to the due date of any of the aforementioned obligations the amounts then on deposit therefor shall be insufficient for the payment of such obligation in full, Grantor shall within ten (10) days after demand deposit the amount of the deficiency with the Mortgagee. If the amounts

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deposited are in excess of the actual obligations for which they were deposited, the Mortgagee may refund to Grantor any such excess, or, at its option, may hold the same in a reserve account, not in trust and not bearing interest, and reduce proportionately the required monthly deposits for the ensuing year. Nothing herein contained shall be deemed to affect any right or remedy of the Mortgagee under any other provision of this Mortgage or under any statute or rule of law to pay any such amount and to add the amount so paid to the Debt Obligations. All amounts so deposited shall be held by the Mortgagee or its designee as additional security for the Debt Obligations. Any such application of said amounts or any portion thereof to any Debt Obligations secured hereby shall not be construed to cure or waive any Event of Default or notice of any default hereunder or invalidate any act done pursuant to any such Event of Default or notice. If the Mortgagee requires deposits to be made pursuant to this **Section 2.4(c)**, Grantor shall deliver to the Mortgagee all tax bills, bond and assessment statements, statements of insurance premiums, and statements for any other obligations referred to above as soon as the same are received by Grantor. If the Mortgagee sells or assigns this Mortgage, the Mortgagee shall have the right to transfer all amounts deposited under this **Section 2.4(c)** to the purchaser or assignee, and the Mortgagee shall thereupon be released and have no further liability hereunder for the application of such deposit, and Grantor shall look solely to such purchaser or assignee for such application and for all responsibility relating to such deposits.

2.5. *Condemnation.*

(a) Grantor shall promptly give the Mortgagee written notice of the actual or threatened commencement of any Condemnation and shall deliver to the Mortgagee copies of any and all papers served on or received by Grantor in connection with such Condemnation. Notwithstanding any taking by any public or quasi-public authority through Condemnation or otherwise, Grantor shall continue to pay the Debt Obligations at the time and in the manner provided for their payment in the Lease Agreement, in this Mortgage and the Other Security Documents and the Debt Obligations shall not be reduced until any award or payment therefor shall have been actually received after expenses of collection and applied by the Mortgagee to the discharge of the Debt Obligations. The Mortgagee shall not be limited to the interest paid on the award by the condemning authority but shall be entitled to receive out of the award interest at the rate or rates provided herein and in the Lease Agreement. Grantor shall cause the award or payment made in any Condemnation, which is payable to Grantor, to be paid directly to the Mortgagee.

(b) All condemnation awards or payments required to be applied to restoration and repair of the Mortgaged Property hereunder shall be disbursed for such restoration and repair subject to compliance with the following conditions: (i) Grantor proceeds promptly after the award or payment is made to restore or repair; and (ii) the restoration or repair is performed in compliance with the Lease Agreement and all applicable laws, rules, and regulations.

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(c) If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of such award or payment, the Mortgagee shall have the right to receive said award or payment, or a portion thereof sufficient to pay the Debt Obligations. Grantor shall file and prosecute or cause to be filed and prosecuted its claim or claims for any such award or payment in connection with any Condemnation in good faith and with due diligence, and cause the same to be paid over to the Mortgagee, and hereby irrevocably authorizes and empowers the Mortgagee, in the name of Grantor or otherwise, to collect and receive any such award or payment and to file and prosecute such claim or claims, and although it is hereby expressly agreed that the same shall not be necessary in any event, Grantor shall, upon demand of the Mortgagee, make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning any such award or payment to the Mortgagee, free and clear of any encumbrances of any kind or nature whatsoever.

2.6. *Leases.* Grantor, by this Mortgage, has absolutely and unconditionally assigned to or for the benefit of the Mortgagee, all of Grantor's right, title and interest in the Leases and the Rents, it being intended by Grantor that this assignment constitutes a present, absolute assignment. Notwithstanding the above, Grantor agrees that following an Event of Default, the Mortgagee may take any action and exercise any remedy granted under the Loan Documents with respect to the Leases or the Mortgaged Property without Grantor's prior approval or consent.

2.7. *Maintenance of Mortgaged Property.* The Mortgaged Property shall be maintained in a good and safe condition and repair. The Improvements and the Equipment shall not be removed, demolished or materially altered (except for normal replacement of the Equipment) without the consent of the Mortgagee. Grantor shall cause the Mortgaged Property to be in compliance with all laws, orders and ordinances affecting the Mortgaged Property, or the use thereof. Grantor shall cause any part of the Mortgaged Property which may be destroyed by any casualty, or become damaged, worn or dilapidated or which may be affected by any proceeding of the character referred to in Section 2.5 hereof to be promptly repaired, replaced or rebuilt. Grantor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof. If under applicable zoning provisions the use of all or any portion of the Mortgaged Property is or shall become a lawful nonconforming use, Grantor will not cause or permit such nonconforming use to be discontinued or abandoned without the express written consent of the Mortgagee.

2.8. *Estoppel Certificates.* After request by the Mortgagee, Grantor shall within ten (10) days furnish the Mortgagee with a statement, duly acknowledged and certified, setting forth (i) the amount of the original principal amount of the Bonds, (ii) the unpaid principal amount of the Bonds, (iii) the rate of interest of the Bonds, (iv) the date installments of interest and/or principal were last paid, (v) any offsets or defenses to the payment of the Debt Obligations, if any, (vi) that this Mortgage is a valid, legal and binding obligation and has not been modified or if modified, giving particulars of such modification, and (vii) such other matters as the Mortgagee shall reasonably request.

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2.9. **Changes in the Laws Regarding Taxation.** If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Debt Obligations from the value of the Mortgaged Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Debt Obligations or the Mortgagee's interest in the Mortgaged Property, Grantor will pay such tax, with interest and penalties thereon, if any. In the event the Mortgagee is advised by counsel chosen by it that the payment of such tax or interest and penalties by Grantor would be unlawful or taxable to the Mortgagee or unenforceable or provide the basis for a defense of usury, then in any such event, the Mortgagee shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt Obligations immediately due and payable.

2.10. **No Credits on Account of the Debt Obligations.** Grantor will not claim or demand or be entitled to any credit or credits on account of the Debt Obligations for any part of the Taxes or the Other Charges assessed against the Mortgaged Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Mortgaged Property, or any part thereof, for real estate tax purposes by reason of this Mortgage or the Debt Obligations. In the event such claim, credit or deduction shall be required by law, the Mortgagee shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt Obligations immediately due and payable.

2.11. **Documentary Stamps.** If at any time the United States of America, any state or commonwealth thereof or any subdivision of any such state or commonwealth shall require revenue or other stamps to be affixed to this Mortgage, or impose any other tax or charge on the same, Grantor will pay for the same, with interest and penalties thereon, if any.

2.12. **Usury Laws.** This Mortgage is subject to the express condition that at no time shall Grantor be obligated or required to pay interest on the Debt Obligations at a rate which could subject the Mortgagee to either civil or criminal liability as a result of being in excess of the maximum interest rate which Grantor is permitted by law to contract or agree to pay. If by the terms of this Mortgage, Grantor is at any time required or obligated to pay interest on the Debt Obligations at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all previous payments in excess of such maximum rate shall be deemed to have been payments in reduction of the principal and not on account of the interest due hereunder.

2.13. **Performance of Other Agreements.** Grantor shall observe and perform each and every term to be observed or performed by Grantor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property, including, without limitation, any reciprocal easement, operating or similar agreement, and if Grantor shall fail to so observe and perform any such terms, the Mortgagee and its agents, employees, contractors, engineers, architects and other representatives shall have the right to so observe and perform such terms.

2.14. **Further Acts, etc.** Grantor will, at the cost of Grantor, and without expense to the Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds,

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conveyances, mortgages, assignments, notices of assignment, transfers and assurances as the Mortgagee shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto the Mortgagee the property and rights hereby mortgaged, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Grantor may be or may hereafter become bound to convey or assign to the Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage, the Lease Agreement and the Other Security Documents or for filing, registering or recording this Mortgage. Grantor, on demand, will execute and deliver and hereby authorizes the Mortgagee to execute in the name of Grantor or without the signature of Grantor to the extent the Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or other instruments, to evidence more effectively the security interest of the Mortgagee in the Mortgaged Property. Grantor grants to the Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to the Mortgagee at law and in equity, including, without limitation, such rights and remedies available to the Mortgagee pursuant to this Section 2.14.

2.15. *Recording of Mortgage, etc.* Grantor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interest of the Mortgagee in, the Mortgaged Property. Grantor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, except where prohibited by law so to do. Grantor shall hold harmless and indemnify the Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making and recording of this Mortgage.

2.16. *Right of Entry.* The Mortgagee and its agents shall have the right at any time during normal business hours to enter and inspect the Mortgaged Property.

2.17. *Security Agreement.* This Mortgage is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Grantor in the Mortgaged Property. Grantor by executing and delivering this Mortgage has granted and hereby grants to the Mortgagee, as security for the Debt Obligations, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the Uniform Commercial Code (said portion of the Mortgaged Property so subject to the Uniform Commercial Code being called in this Section 2.17 the "*Collateral*") and to the extent permitted by applicable law, this Mortgage shall be effective as a

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financing statement filed as a fixture filing. The name of the record owner of the real property is that of Grantor herein. The name and address of Grantor, as debtor, and of the Mortgagee, as secured party, are as set forth on page 1 of this Mortgage.

If an Event of Default shall occur, the Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as the Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of the Mortgagee, Grantor shall at its expense assemble the Collateral and make it available to the Mortgagee at the Mortgaged Property. Grantor shall pay to the Mortgagee on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by the Mortgagee in protecting the interest in the Collateral and in enforcing the rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by the Mortgagee with respect to the Collateral sent to Grantor in accordance with the provisions hereof at least five (5) Business Days prior to such action, shall constitute commercially reasonable notice to Grantor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by the Mortgagee to the payment of the Debt Obligations in such priority and proportions as the Mortgagee in its discretion shall deem proper. In the event of any change in name, identity or structure of Grantor, Grantor shall notify the Mortgagee thereof and promptly after request shall execute, file and record such Uniform Commercial Code forms as are necessary to maintain the priority of the Mortgagee's lien upon and security interest in the Collateral, and shall pay all expenses and fees in connection with the filing and recording thereof. If the Mortgagee shall require the filing or recording of additional Uniform Commercial Code forms or continuation statements, Grantor shall, promptly after request, execute, file and record such Uniform Commercial Code forms or continuation statements as the Mortgagee shall deem necessary, and shall pay all expenses and fees in connection with the filing and recording thereof. Grantor hereby irrevocably appoints the Mortgagee as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by the Mortgagee, as secured party, in connection with the Collateral.

2.18. *Hazardous Waste and Other Substances.*

(a) Grantor hereby represents and warrants to the Mortgagee that, as of the date hereof Grantor has received no written notice (i) that the Mortgaged Property is in direct or indirect violation of any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up (collectively, "**Environmental Laws**"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 *et seq.* and 40 CFR §302.1 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), The Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.* and 40 CFR §116.1 *et seq.*), and the Hazardous Materials Transportation Act (49 U.S.C. §1801 *et seq.*), and the regulations promulgated pursuant to said laws, all as amended; and any similar laws and regulations of the state having jurisdiction over the Mortgaged Property; (ii) that any

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hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws (collectively, "**Hazardous Substances**") are located on or have been handled, generated, stored, processed or disposed of on or released or discharged at, onto or under the Mortgaged Property (including underground contamination) except for those substances used by Grantor, in the ordinary course of business and in compliance with all Environmental Laws; (iii) that the Mortgaged Property is subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances; (iv) of any existing or closed underground storage tanks or other underground storage receptacles for Hazardous Substances located on the Mortgaged Property; (v) of any investigation, action, proceeding or claim by any agency, authority or unit of government or by any third party which could result in any liability, penalty, sanction or judgment under any Environmental Laws with respect to any condition, use or operation of the Mortgaged Property nor does Grantor know of any basis for such a claim; and (vi) of any claim by any party that any use, operation or condition of the Mortgaged Property violates any Environmental Laws.

(b) Grantor shall keep or cause the Mortgaged Property to be kept free from Hazardous Substances (except those substances used by Grantor or tenants of the Mortgaged Property in the ordinary course of their respective businesses and in compliance with all Environmental Laws) and in compliance with all Environmental Laws, shall not install or permit to be installed or use any underground storage tanks, except in compliance with Environmental Laws; shall expressly prohibit the use, generation, handling, storage, production, processing and disposal of Hazardous Substances (except those substances used by Grantor or tenants of the Mortgaged Property in the ordinary course of their respective businesses and in compliance with all Environmental Laws) by all lessees of space in the Improvements; and, without limiting the generality of the foregoing, during the term of this Mortgage, shall not install in the Improvements or permit to be installed in the Improvements asbestos or any substance containing asbestos.

(c) Grantor shall promptly notify the Mortgagee if Grantor shall become aware of the possible existence of any Hazardous Substances (except those substances used by Grantor or tenants of the Mortgaged Property in the ordinary course of their respective businesses and in compliance with all Environmental Laws) on the Mortgaged Property or if Grantor shall become aware that the Mortgaged Property is or may be in direct or indirect violation of any Environmental Laws. Further, immediately upon receipt of the same, Grantor shall deliver to the Mortgagee copies of any and all orders, notices, permits, applications, reports, and other communications, documents and instruments received by Grantor pertaining to the actual, alleged or potential presence or existence of any such Hazardous Substances at, on, about, under, within, near or in connection with the Mortgaged Property. Grantor shall, promptly and when and as required by any Environmental Laws, at Grantor's sole cost and expense, take all actions

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as shall be necessary or advisable for the clean-up of any and all portions of the Mortgaged Property or other affected property, including, without limitation, all investigative, monitoring, removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to the Mortgagee), and shall further pay or cause to be paid, at no expense to the Mortgagee, all clean-up, administrative and enforcement costs of applicable governmental agencies which may be asserted against the Mortgaged Property. In the event Grantor fails to do so, the Mortgagee may, but shall not be obligated to, cause the Mortgaged Property or other affected property to be freed from any Hazardous Substances (except those substances used by Grantor or tenants of the Mortgaged Property in the ordinary course of their respective businesses and in compliance with all Environmental Laws) or otherwise brought into conformance with Environmental Laws and any and all costs and expenses incurred by the Mortgagee in connection therewith, together with interest thereon at the Default Rate from the date incurred by the Mortgagee until actually paid by Grantor, shall be immediately paid by Grantor on demand and shall be secured by this Mortgage and by all of the Other Security Documents securing all or any part of the Debt Obligations.

(d) Grantor hereby grants to the Mortgagee and its agents and employees, access to the Mortgaged Property and a license to remove any Hazardous Substances (except those substances used by Grantor or tenants of the Mortgaged Property in the ordinary course of their respective businesses and in compliance with all Environmental Laws) and to do all things the Mortgagee shall deem necessary to bring the Mortgaged Property in conformance with Environmental Laws.

Grantor covenants and agrees, at Grantor's sole cost and expense, to indemnify, defend (at trial and appellate levels, and with attorneys, consultants and experts acceptable to the Mortgagee), and hold the Mortgagee harmless from and against any and all liens, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) which may at any time be imposed upon, incurred by or asserted or awarded against the Mortgagee or the Mortgaged Property, and arising prior to the Mortgagee's obtaining title to the Mortgaged Property through foreclosure or other like proceedings, directly or indirectly from or out of the: (i) presence, release or threat of release of any Hazardous Substances on, in, under or affecting all or any portion of the Mortgaged Property or any surrounding areas, regardless of whether or not caused by or within control of Grantor; (ii) violation of any Environmental Laws relating to or affecting the Mortgaged Property, caused by Grantor; (iii) failure by Grantor to comply fully with the terms and conditions of this **Section 2.18**; (iv) breach of any representation or warranty contained in this **Section 2.18**; or (v) enforcement of this **Section 2.18**, including, without limitation, the cost of assessment, containment and/or removal of any and all Hazardous Substances from all or any portion of the Mortgaged Property or any surrounding areas, the cost of any actions taken in response to the presence, release or threat of release of any Hazardous Substances on, in, under or affecting any portion of the Mortgaged Property or any surrounding

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areas to prevent or minimize such release or threat of release so that it does not migrate or otherwise cause or threaten danger to present or future public health, safety, welfare or the environment, and costs incurred to comply with the Environmental Laws in connection with all or any portion of the Mortgaged Property or any surrounding areas.

The indemnity set forth in this **Section 2.18(d)** shall also include any diminution in the value of the security afforded by the Mortgaged Property or any future reduction in the sales price of the Mortgaged Property by reason of any matter set forth in this **Section 2.18(d)**. The Mortgagee's rights under this **Section 2.18(d)** shall survive payment in full of the Debt Obligations and shall be in addition to all other rights of the Mortgagee under this Mortgage and the Other Security Documents.

(e) Upon the Mortgagee's request, (i) at such time as the Mortgagee has reasonable grounds to believe that Hazardous Substances (except those substances used by Grantor or other tenants of the Mortgaged Property in the ordinary course of their respective businesses and in compliance with all Environmental Laws) are or have been released, stored or disposed of on or around the Mortgaged Property or that the Mortgaged Property may be in violation of the Environmental Laws, or (ii) at any time after the occurrence of an Event of Default hereunder, Grantor shall provide, at Grantor's sole cost and expense, an inspection or audit of the Mortgaged Property prepared by a hydrogeologist or environmental engineer or other appropriate consultant approved by the Mortgagee indicating the presence or absence of Hazardous Substances on the Mortgaged Property or an inspection or audit of the Improvements prepared by an engineering or consulting firm approved by the Mortgagee indicating the presence or absence of friable asbestos or substances containing asbestos on the Mortgaged Property. If Grantor fails to provide such inspection or audit required under (i) or (ii) above within forty-five (45) days after such request, the Mortgagee may order the same, and Grantor hereby grants to the Mortgagee and its employees and agents access to the Mortgaged Property and a license to undertake such inspection or audit. The cost of such inspection or audit, together with interest thereon at the Default Rate from the date paid by the Mortgagee until actually paid by Grantor, shall be immediately paid by Grantor on demand and shall be secured by this Mortgage and by all of the Other Security Documents securing all or any part of the Debt Obligations.

(f) Without limiting the foregoing, where recommended by a "Phase I" or "Phase II" assessment, Grantor shall establish and comply with an operations and maintenance program relative to the Mortgaged Property, in form and substance acceptable to the Mortgagee, prepared by an environmental consultant acceptable to the Mortgagee, which program shall address any Hazardous Substances (including asbestos containing material or lead based paint) that may now or in the future be detected on the Mortgaged Property. Without limiting the generality of the preceding sentence, the Mortgagee may require (i) periodic notices or reports to the Mortgagee in form, substance and at such intervals as the Mortgagee may specify to address matters a "Phase I" or "Phase II" assessment, (ii) an amendment to such operations and maintenance program to address changing circumstances, laws or other matters, (iii) at Grantor's sole expense, supplemental examination of the Mortgaged Property by consultants specified by the

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Mortgagee to address matters raised in a "Phase I" or "Phase II" assessment, (iv) access to the Mortgaged Property, by the Mortgagee, its agents or assigns, to review and assess the environmental condition of the Mortgaged Property and Grantor's compliance with any operations and maintenance program, and (v) variation of the operations and maintenance program in response to the reports provided by any such consultants.

2.19. *Handicapped Access.*

(a) Grantor agrees that the Mortgaged Property shall at all times strictly comply, to the extent applicable, with the requirements of the Americans with Disabilities Act of 1990, the Fair Housing Amendments Act of 1988, all state and local laws and ordinances related to handicapped access and all rules, regulations, and orders issued pursuant thereto including, without limitation, the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (collectively "*Access Laws*").

(b) Notwithstanding any provisions set forth herein or in any other document regarding the Mortgagee's approval of alterations of the Mortgaged Property, Grantor shall not alter or permit the Mortgaged Property to be altered in any manner which would increase Grantor's responsibilities for compliance with the applicable Access Laws without the prior written approval of the Mortgagee. The Mortgagee may condition any such approval upon receipt of a certificate of Access Law compliance from an architect, engineer, or other person acceptable to the Mortgagee.

(c) Grantor agrees to give prompt notice to the Mortgagee of the receipt by Grantor of any complaints related to violation of any Access Laws and of the commencement of any proceedings or investigations which relate to compliance with applicable Access Laws.

2.20. *Indemnification.* In addition to any other indemnifications provided herein, in the Lease Agreement or in the Other Security Documents, Grantor covenants and agrees at its sole cost and expense to protect, defend, indemnify and save harmless the Mortgagee and any and all of its successors and assigns hereunder from and against all liabilities, obligations, claims, demands, damages, penalties, causes of action, losses, fines, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against the Mortgagee and any and all of its successors and assigns hereunder (except to the extent caused by the gross negligence or willful misconduct of the Mortgagee) by reason of any of the following for which the cause of action or liability accrued prior to a foreclosure or deed in lieu of foreclosure or other transfer of the Mortgaged Property pursuant to the Mortgagee's exercise of its remedies hereunder: (a) ownership of this Mortgage, the Mortgaged Property or any interest therein or receipt of any Rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, non-use or condition in, on or about the Mortgaged Property or any part thereof or on adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Grantor to perform or comply with any of the terms of this Mortgage; (e) performance of any labor or services or the furnishing of

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any materials or other property in respect of the Mortgaged Property or any part thereof; (f) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission or release of any Hazardous Substance or asbestos on, from, or affecting the Mortgaged Property or any property contiguous therewith; (g) to the extent not covered by insurance, any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substance or asbestos; (h) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substance or asbestos; (i) any violation of Environmental Laws, which are based upon or in any way related to such Hazardous Substance or asbestos including, without limitation, the costs and expenses of any remedial action, reasonable attorneys and consultant fees, investigation and laboratory fees, court costs, and litigation expenses; (j) any failure of the Mortgaged Property to comply with any Access Laws; and (k) the occupation, condition, operation, service, design, maintenance or management of the Mortgaged Property. Any amounts payable to the Mortgagee and any and all of its successors and assigns hereunder by reason of the application of this **Section 2.20** shall be secured by this Mortgage and shall become immediately due and payable and shall bear interest at the Default Rate from the date loss or damage is sustained by the Mortgagee and any or all of its successors and assigns hereunder until paid. The obligations and liabilities of Grantor under this **Section 2.20** shall survive any termination, satisfaction or assignment of this Mortgage and the exercise by the Mortgagee of any of its rights or remedies hereunder including, but not limited to, the acquisition of the Mortgaged Property by foreclosure or a conveyance in lieu of foreclosure.

ARTICLE III DEFAULTS AND REMEDIES THEREFOR

3.1. **Events of Default.** Each of the following events constitutes an event of default (an "**Event of Default**"):

- (a) an "Event of Default" (as such term is defined in the Lease Agreement);
- (b) Grantor shall fail to perform or observe any of its covenants contained in any provision of this Mortgage and such failure shall continue uncured for thirty (30) or more days after Grantor has actual knowledge of such failure; provided that if Grantor commences efforts to cure such default within such thirty (30) day period, Grantor may continue to effect such cure of the default (and such default shall not be deemed an "Event of Default" hereunder) for an additional ninety (90) days so long as a Company Representative (as such term is defined in the Lease Agreement) provides an Officers' Certificate to the Trustee stating that Grantor is diligently pursuing the cure; or
- (c) Any representation or warranty made by Grantor herein shall prove to have been false or misleading in any respect as of the time made, confirmed or furnished.

3.2. **Default Interest.** Upon the occurrence of any Event of Default, Grantor shall pay interest on the unpaid principal balance of the Debt Obligations at a rate equal to the default rate as set forth in the Lease Agreement (the "**Default Rate**"). The Default Rate shall be computed from the occurrence of the Event of Default until the earlier of the cure of such default or the actual receipt and collection of the Debt Obligations. This charge shall be added to the Debt

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Obligations, and shall be deemed secured by this Mortgage. This clause, however, shall not be construed as an agreement or privilege to extend the date of the payment of the Debt Obligations, nor as a waiver of any other right or remedy accruing to the Mortgagee by reason of the occurrence of any Event of Default. If the Default Rate is above the maximum rate permitted by applicable law, the Default Rate shall be the maximum rate permitted by applicable law.

3.3. *Right to Cure Defaults.*

(a) Upon the occurrence of any Event of Default, the Mortgagee may (itself or by its agents, employees, contractors, engineers, architects, nominees, attorneys or other representatives), but without any obligation to do so and without notice to or demand on Grantor and without releasing Grantor from any obligation hereunder or curing or being deemed to have cured any default hereunder, make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof. Mortgagee (and its agents, employees, contractors, engineers, architects, nominees, attorneys or other representatives) is authorized to enter upon the Mortgaged Property for such purposes and the Mortgagee is authorized to appear in, defend, or bring any action or proceeding reasonably necessary to protect the Mortgagee's interest in the Mortgaged Property or to foreclose this Mortgage or collect the Debt Obligations, and the cost and expense thereof (including, without limitation, reasonable attorneys' fees and disbursements to the extent permitted by law), with interest as provided in this **Section 3.3**, shall constitute a portion of the Debt Obligations and shall be due and payable to the Mortgagee upon demand. All such reasonable costs and expenses incurred by the Mortgagee in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period after notice from the Mortgagee that such cost or expense was incurred to the date of payment to the Mortgagee, as the case may be. All such costs and expenses incurred by the Mortgagee, together with interest thereon calculated at the above rate shall be deemed to be protective advances hereunder and shall constitute a portion of the Debt Obligations and be secured by this Mortgage and the Other Security Documents and shall be immediately due and payable upon demand by the Mortgagee therefor.

(b) In order to facilitate the Mortgagee's rights under **Section 3.3(a)**, Grantor hereby further grants to the Mortgagee and any agents, employees, contractors, engineers, architects, nominees, attorneys and other representatives of the Mortgagee, an easement on, over, through and under the Mortgaged Property in order to exercise any such rights. Such easement is self-effectuating and runs with the land during the duration of this Mortgage, and shall be binding upon Grantor and all successors and assigns of Grantor. Grantor shall cause the foregoing rights of the Mortgagee and easement to be agreed to by and binding upon all lessees of the Mortgaged Property and all successors and assigns of such lessees. Grantor shall promptly execute, and cause to be executed, any other documents reasonably required by the Mortgagee in order to further confirm the foregoing rights of the Mortgagee and easement. For the foregoing purposes, Grantor constitutes and appoints the Mortgagee its true and lawful attorney-in-fact with full power of substitution to exercise any such rights in the name of Grantor. Grantor empowers said attorney-in-fact to do any and every act which Grantor might do in its

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own behalf to fulfill the terms of this Mortgage and the Other Security Documents. It is further understood and agreed that the foregoing powers of attorney, which shall be deemed to be powers coupled with an interest, cannot be revoked. Grantor specifically agrees that all powers granted to the Mortgagee under this Mortgage may be assigned by the Mortgagee to its successors or assigns.

3.4. Remedies.

(a) Upon the occurrence of any Event of Default, the Mortgagee, at the Mortgagee's direction, may take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee:

(i) declare the entire Debt Obligations to be immediately due and payable;

(ii) upon such terms and after such notice thereof as may be required or permitted by applicable law, institute proceedings for the complete foreclosure of this Mortgage either judicially or nonjudicially pursuant to the power of sale in which case the Mortgaged Property or any interest therein may be sold for cash in one or more parcels or in several interests or portions and in any order or manner as may be required or permitted by applicable law;

(iii) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt Obligations then due and payable, subject to the continuing lien of this Mortgage for the balance of the Debt Obligations not then due;

(iv) sell the Mortgaged Property at a public sale to the highest bidder for cash in lawful money of the United States payable at the time of sale, such sale to be conducted in accordance with applicable law free from and in bar of the equity of redemption and all other rights of redemption, statutory or otherwise, homestead, dower, elective share, rights of appraisal or valuation, and all other rights and exemptions of every kind, all of which are hereby expressly waived by Grantor;

(v) sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of Grantor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

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(vi) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein;

(vii) apply for the appointment of a trustee, receiver, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the Debt Obligations and without regard for the solvency of Grantor or of any person, firm or other entity liable for the payment of the Debt Obligations;

(viii) terminate the license granted to Grantor hereunder and either personally or by attorney or agent without bringing any action or proceeding, or by a receiver (who may be an officer, employee or agent of, attorney for the Mortgagee) appointed pursuant to this Mortgage and subject to applicable law, enter upon and take possession of any or all of the Mortgaged Property. The Mortgagee may enter into or upon the Mortgaged Property, either personally or by its agents, servicers, nominees or attorneys and dispossess Grantor and its agents and servants therefrom, and thereupon the Mortgagee may (1) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat; (2) complete any construction on the Mortgaged Property in such manner and form as the Mortgagee deems advisable; (3) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (4) exercise all rights and powers of Grantor with respect to the Mortgaged Property, whether in the name of Grantor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict lessees, and demand, sue for, collect and receive all earnings, revenues, rents, issues profits and other income of the Mortgaged Property and every part thereof; and (5) apply the receipts from the Mortgaged Property to the payment of the Debt Obligations, after deducting therefrom all expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, assessments, insurance and Other Charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of the Mortgagee, its counsel, agents and employees; or

(ix) pursue such other rights and remedies as may be available at law and in equity.

In the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining portion of the Mortgaged Property.

(b) The proceeds of any sale made under or by virtue of this **Section 3.4**, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this **Section 3.4** or otherwise, shall be applied by the Mortgagee to the payment of the Debt Obligations in such priority and proportion as the Mortgagee in its discretion shall deem proper.

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

(d) Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this **Section 3.4**, the Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Mortgagee is hereby irrevocably appointed the true and lawful attorney of Grantor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this **Section 3.4** shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Grantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Grantor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Grantor.

(e) Upon any sale made under or by virtue of this **Section 3.4**, the Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Debt Obligations the net sales price after deducting therefrom the expenses of the sale and costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage.

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

3.5. Reasonable Use and Occupancy. In addition to the rights which the Mortgagee may have herein, upon the occurrence of any Event of Default, the Mortgagee, at its option, may require Grantor to pay monthly in advance to the Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be occupied by Grantor or may require Grantor to vacate and surrender possession of the Mortgaged Property to the Mortgagee or to such receiver and, in default thereof, Grantor may be evicted by summary proceedings or otherwise.

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3.6. **Actions and Proceedings.** The Mortgagee has the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding which the Mortgagee, in its discretion, decides should be brought to protect its interest in the Mortgaged Property (which action or proceeding may be brought in the name and on behalf of Grantor upon the occurrence of an Event of Default hereunder). The Mortgagee shall, at its option, be subrogated to the lien of any mortgage or other security instrument discharged in whole or in part by the Debt Obligations, and any such subrogation rights shall constitute additional security for the payment of the Debt Obligations.

3.7. **Waiver of Counterclaim.** All amounts due under this Mortgage, the Lease Agreement and the Other Security Documents shall be payable without setoff, counterclaim or any deduction whatsoever. Grantor hereby waives the right to assert a setoff, counterclaim (other than a mandatory or compulsory counterclaim) or deduction in any action or proceeding brought against it by the Mortgagee.

3.8. **Recovery of Sums Required to Be Paid.** The Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt Obligations as the same become due, without regard to whether or not the balance of the Debt Obligations shall be due, and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.

3.9. **Marshalling and Other Matters.** Grantor, on behalf of itself and all persons now or hereafter interested in the Collateral, to the fullest extent permitted by applicable law hereby irrevocably waives all rights under, all homestead, exemption, valuation, appraisal, appraisal, exemption, stay, extension, reinstatement and redemption statutes, laws or equities now or hereafter existing, including, without limitation, any rights of reinstatement and redemption as allowed under Section 5/15-1601(b) of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et seq.), or successor statutes, and hereby further irrevocably waives the pleading of any statute of limitations as a defense to any and all Obligations, such waivers being freely given for good and valuable consideration. Grantor agrees that no defense, claim or right based on any thereof will be asserted, or may be enforced, in any action enforcing or relating to this Mortgage or any of the Collateral. Without limiting the generality of the preceding sentence, Grantor, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, hereby irrevocably waives (such waiver being freely given for good and valuable consideration) any and all rights of reinstatement and rights of redemption prior to sale or from sale under any order or decree of foreclosure of this Mortgage or under any power contained herein or under any sale pursuant to any statute, order, decree or judgment of any court. Grantor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Mortgage, hereby expressly and irrevocably waives and releases (such waiver and release being freely given for good and valuable consideration) all rights to direct the order in which any of the Collateral shall be sold in the event of any sale or sales pursuant hereto and to have any of the Collateral and/or any other part of the Premises now or hereafter constituting security for any of the Debt Obligations marshaled upon any foreclosure of this Mortgage or of any other security for any of the Debt Obligations. Grantor irrevocably waives (such waiver being freely given for

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good and valuable consideration) any right to a trial by jury in any action or proceeding (i) to enforce or defend any right under the Loan Documents, or under any amendment, instrument, document, or agreement delivered, or that may be in the future be delivered, in connection herewith or therewith, or (ii) arising from any financing relationship existing in connection with this Mortgage, and Grantor agrees that any such action or proceeding shall be tried before a court and not before a jury.

3.10. **Waiver of Notice.** Grantor shall not be entitled to any notices of any nature whatsoever from the Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by the Mortgagee to Grantor and except with respect to matters for which the Mortgagee is required by applicable law to give notice, and Grantor hereby expressly waives the right to receive any notice from the Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by the Mortgagee to Grantor.

3.11. **Remedies of Grantor.** In the event that a claim or adjudication is made that the Mortgagee has acted unreasonably or unreasonably delayed acting in any case where by law or under this Mortgage, the Lease Agreement or the Other Security Documents, it has an obligation to act reasonably or promptly, the Mortgagee shall not be liable for any monetary damages, and Grantor's remedies shall be limited to injunctive relief or declaratory judgment.

3.12. **Sole Discretion of the Mortgagee.** Wherever pursuant to this Mortgage, the Mortgagee exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to the Mortgagee, the decision of the Mortgagee to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of the Mortgagee and shall be final and conclusive, except as may be otherwise expressly and specifically provided herein.

3.13. **Non-Waiver.** The failure of the Mortgagee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Grantor shall not be relieved of Grantor's obligations hereunder by reason of (a) the failure of the Mortgagee to comply with any request of Grantor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Lease Agreement or the Other Security Documents, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or of any person liable for the Debt Obligations or any portion thereof, or (c) any agreement or stipulation by the Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the Lease Agreement, this Mortgage or the Other Security Documents. The Mortgagee may resort for the payment of the Debt Obligations to any other security held by the Mortgagee in such order and manner as the Mortgagee, in its discretion, may elect. The Mortgagee may take action to recover the Debt Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of the Mortgagee thereafter to foreclose this Mortgage. The rights and remedies of the Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of the Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. The Mortgagee shall not

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be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

ARTICLE IV MISCELLANEOUS

4.1. **No Oral Change.** This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Grantor or the Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

4.2. **Liability.** If Grantor consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Mortgage shall be binding upon and inure to the benefit of Grantor and the Mortgagee and their respective successors and assigns forever.

4.3. **Renewals or Extensions.** This Mortgage shall secure any and all renewals, or extensions of the whole or any part of the indebtedness hereby secured however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or priority of this Mortgage.

4.4. **Conflict With the Lease Agreement.** In the case of irreconcilable conflict between the provisions of this Mortgage and the Lease Agreement, the provisions of the Lease Agreement shall control.

4.5. **Inapplicable Provisions.** If any term, covenant or condition of this Mortgage is held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such provision.

4.6. **Headings, etc.** The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

4.7. **Duplicate Originals.** This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

4.8. **Homestead.** To the extent permissible under applicable law, Grantor hereby waives and renounces all homestead and exemption rights provided by the constitution and the laws of the United States and of any state, in and to the Mortgaged Property as against the collection of the Debt Obligations, or any part hereof.

4.9. **Assignments.** The Mortgagee shall have the right to assign or transfer its rights under this Mortgage with the prior written consent of the Trustee. Any permitted assignee or transferee shall be entitled to all the benefits afforded the Mortgagee under this Mortgage.

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4.10. *Notices.* All written notices to be given hereunder shall be given by first class mail, postage prepaid to the party or parties entitled thereto at the address set forth below, or at such other address as may be provided to the other parties hereinafter listed in writing from time to time, namely:

To the Mortgagee:

Village of Robbins
3327 West 137th Street
Robbins, IL 60472
Attention: President

with a copy concurrently to:

Ozelson & Sterk
3318 W. 9th Street
Evergreen Park, IL 60805
Attention: Mark H. Sterk, Esq.

To Grantor:

Robbins Resource Recovery Partners, L.P.
c/o Foster Wheeler Robbins, Inc.
Perryville Corporate Park
Clinton, NJ 08809-4000
Attention: President

4.11. *Governing Law; Submission To Jurisdiction.* THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. GRANTOR AND EACH ENDORSER HEREBY SUBMITS TO PERSONAL JURISDICTION IN SAID STATE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SAID STATE (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF SUCH GRANTOR'S OR ENDORSER'S OBLIGATIONS HEREUNDER, UNDER ANY GUARANTY AND THE OTHER SECURITY DOCUMENTS, AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR THE PURPOSES OF SUCH ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS OF SUCH GRANTOR OR ENDORSER. GRANTOR AND EACH ENDORSER HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, ANY GUARANTY OR ANY OF THE OTHER SECURITY DOCUMENTS, (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS MORTGAGE, ANY GUARANTY AND/OR ANY OF

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THE OTHER SECURITY DOCUMENTS MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (B) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (C) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. IN THE EVENT ANY SUCH ACTION, SUIT, PROCEEDING OR LITIGATION IS COMMENCED, GRANTOR AND EACH ENDORSER AGREE THAT SERVICE OF PROCESS MAY BE MADE, AND PERSONAL JURISDICTION OVER SUCH GRANTOR OR ENDORSER OBTAINED, BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION UPON SUCH GRANTOR OR ENDORSER AT GRANTOR'S ADDRESS FIRST ABOVE WRITTEN.

4.12. *Waiver Of Jury Trial.* GRANTOR AND THE MORTGAGEE EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS MORTGAGE OR THE OTHER SECURITY DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE MORTGAGEE AND GRANTOR AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. GRANTOR AND THE MORTGAGEE ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY GRANTOR AND THE MORTGAGEE.

4.13. *Consents, Approvals; Forfeiture.*

(a) Any consent or approval by the Mortgagee in any single instance shall not be deemed or construed to be the Mortgagee's consent or approval in any like matter arising at a subsequent date, and the failure of the Mortgagee to promptly exercise any right, power, remedy, consent or approval provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall the Mortgagee be estopped from exercising such right, power, remedy, consent or approval at a later date. Any consent or approval requested of and granted by the Mortgagee pursuant hereto shall be narrowly construed to be applicable only to Grantor and the matter identified in such consent or approval and no third party shall claim any benefit by reason thereof other than the party to whom such consent or approval was given or reasonably intended to benefit, and any such consent or approval shall not be deemed to constitute the Mortgagee a venturer or partner with Grantor nor shall privity of contract be presumed to have been established with any such third party.

(b) Grantor represents and warrants to the Mortgagee that, as of the date hereof, there has not been committed by Grantor any act or omission affording the federal government or any state or local government the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of Grantor's obligations under the Lease Agreement, this Mortgage or under any of the Other Security

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Documents. Grantor hereby covenants and agrees not to commit, permit or suffer to exist any act, omission or circumstance affording such right of forfeiture. In furtherance thereof, Grantor hereby indemnifies the Mortgagee and agrees to defend and hold the Mortgagee harmless from and against any loss, damage or injury by reason of the breach of the covenants and agreements or the representations and warranties set forth in this Section.

4.14. *No Merger.* In the event the holder of this Mortgage shall acquire the fee title to the Mortgaged Property or any part thereof or a leasehold interest, or any other interest in the Mortgaged Property, or any part thereof, by foreclosure or otherwise, Grantor agrees that the title to the Mortgaged Property or such leasehold or any other interest in the Mortgaged Property or any part thereof, shall not merge with the interests conveyed and mortgaged hereunder as a result of such acquisition or for any other reason, but shall remain separate and distinct estates for all purposes; provided, however, that in such event the holder of this Mortgage may, at its option, elect to merge such interests.

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

GRANTOR:

ROBBINS RESOURCE RECOVERY PARTNERS, L.P., by RRRP Robbins, Inc., its general partner

By: *Peter D. Rose*
 Name: Peter D. Rose
 Its: Vice President

STATE OF New York)
) SS
 COUNTY OF New York)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter D. Rose, personally known to me to be the Vice President of RRRP ROBBINS, INC., a Delaware corporation and the general partner of **ROBBINS RESOURCE RECOVERY PARTNERS, L.P.**, a Delaware limited partnership, and 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 as such Vice President of said general partner, he signed and delivered said instrument as Vice President of said general partner, pursuant to authority given by the partners of said limited partnership as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of February, 2000.

Marc A. Menchise
 Notary Public

My Commission Expires: 5/18/2000

MARC A. MENCHISE
 Notary Public, State of New York
 No. 01ME6007174
 Qualified in Bronx County
 Certificate Filed in New York County
 Commission Expires May 18, 2000

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EXHIBIT A

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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PARCEL 1:

A PARCEL OF LAND LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 5 AND THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 5; THENCE SOUTH 01 DEGREE 03 MINUTES 03.4 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.657 FEET TO A POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03.4 SECONDS EAST FOR A DISTANCE OF 45.213 FEET; THENCE ALONG A CURVE CONCAVE TO THE SOUTH, BEING 43.000 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, AN ARC DISTANCE OF 140.636 FEET, A RADIUS OF 5857.131 FEET, AND A CHORD WHICH BEARS SOUTH 60 DEGREES, 48 MINUTES 35.1 SECONDS WEST FOR A DISTANCE OF 140.632 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 18.8 SECONDS WEST ALONG A LINE BEING 43.000 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.874 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH, BEING 43.000 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, AN ARC DISTANCE OF 488.668 FEET, A RADIUS OF 3847.000 FEET, AND A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39.3 SECONDS WEST FOR A DISTANCE OF 488.340 FEET; THENCE SOUTH 67 DEGREES 23 MINUTES 59.7 SECONDS WEST ALONG A LINE BEING 43.000 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 536.055 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 53.9 SECONDS WEST FOR A DISTANCE OF 165.262 FEET; THENCE NORTH 67 DEGREES 42 MINUTES 06.1 SECONDS EAST FOR A DISTANCE OF 1703.486 FEET TO THE POINT OF BEGINNING .

PARCEL 3:

A 30.00 FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY LICENSE FOR ROADWAY ON RIGHT-OF-WAY DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221876 AND BY AGREEMENT FOR PRIVATE CROSSING DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221875, LYING ENTIRELY ON AT & SF RY PROPERTY, LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 8, AND THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00 WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH

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A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 536.06 FEET; THENCE NORTH 22 DEGREES 17 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT-OF-BEGINNING OF SAID CENTERLINE; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1618.60 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 52.95 FEET, WITH A RADIUS OF 1018.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 68 DEGREES 53 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 52.94 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 31.40 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 47 DEGREES 53 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 30.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 119.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.53 FEET TO THE POINT-OF-TERMINUS OF SAID EASEMENT, ALL IN COOK COUNTY, STATE OF ILLINOIS.

ALSO

THAT PORTION OF A 30.00-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY LICENSE FOR ROADWAY ON RIGHT-OF-WAY DATED MARCH 21, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221876, LYING ENTIRELY ON THE AT & SF RY PROPERTY, LYING AND BEING IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00-FOOT WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 486.14

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FEET; THENCE SOUTH 22 DEGREES 36 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1668.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 83.04 FEET, WITH A RADIUS OF 1048.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 69 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 83.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 32.49 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 48 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 31.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 77.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.58 FEET; THENCE CONTINUING ALONG AND UPON SAID PREVIOUS CURVES FOR AN ARC DISTANCE OF 5.39 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.38 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE 213.81 FEET; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT FOR AN ARC DISTANCE 244.55 FEET, WITH A RADIUS OF 275.35 FEET, AND WITH A CHORD WHICH BEARS NORTH 87 DEGREES 09 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 236.59 FEET; THENCE NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 177.32 FEET TO A POINT ON SAID CENTERLINE WHICH DEFINES THE INTERSECTION OF SAID CENTERLINE WITH A LINE DRAWN PERPENDICULARLY AND THROUGH THE POINT WHERE THE NORTHERLY LINE OF THIS EASEMENT INTERSECTS THE SOUTHERLY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, WHICH IS ALSO THE BEGINNING OF THAT PORTION OF THIS 30-FOOT WIDE EASEMENT LYING AND BEING NORTH OF THE SOUTHERLY LINE OF THE AT & SF RY RIGHT-OF-WAY; THENCE NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST CONTINUING ALONG AND UPON SAID CENTERLINE, FOR A DISTANCE OF 90.11 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 83.21 FEET, WITH A RADIUS OF 195.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 73 DEGREES 56 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 82.58 FEET TO A POINT ON SAID CENTERLINE WHICH DEFINES THE INTERSECTION OF SAID CENTERLINE WITH A LINE DRAWN PERPENDICULARLY AND THROUGH THE POINT WHERE THE NORTHERLY LINE OF THIS EASEMENT INTERSECTS THE SOUTHERLY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, WHICH IS ALSO THE POINT OF TERMINUS OF THAT PORTION OF THIS 30-FOOT WIDE EASEMENT LYING AND BEING NORTH OF THE SOUTHERLY LINE OF THE AT & SF RY RIGHT-OF-WAY, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A 30.00-FOOT WIDE INGRESS AND EGRESS EASEMENT, EXCEPT AS NOTED WITHIN THE BODY OF THE DESCRIPTION, TOGETHER WITH A 40.00-FOOT WIDE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874, LYING ENTIRELY ON THE WATER RECLAMATION DISTRICT'S PROPERTY, SAID EASEMENTS BEING PART OF LOTS 86, 88, 90, 92, 94, 96, 98, 100, 102 AND 104 OF THE SANITARY DISTRICT TRUSTEE' SUBDIVISION, AND ALSO LYING AND BEING IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPLE MERIDIAN, AND WHICH 30.00-FOOT WIDE EASEMENT IS DESCRIBED AS BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD

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PRINCIPLE MERIDIAN; THENCE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST ALONG AND UPON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION, FOR A DISTANCE OF 1983.66 FEET; THENCE CONTINUE SOUTH 01 DEGREE 03 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 45.21 FEET; THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF THE EXISTING NORTHWESTERLY TRACK, FOR AN ARC DISTANCE OF 140.64 FEET, WITH A RADIUS OF 5857.13 FEET, AND WITH A CHORD WHICH BEARS SOUTH 60 DEGREES 48 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 140.63 FEET; THENCE SOUTH 60 DEGREES 07 MINUTES 19 SECONDS WEST ALONG A LINE BEING 43.00 FEET NORTHWESTERLY AND PARALLEL TO THE EXISTING CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 528.87 FEET; THENCE ALONG THE ARC OF A CURVE TO CONCAVE TO THE NORTH, BEING 43.00 FEET NORTHWESTERLY AND EQUIDISTANT TO THE CENTERLINE OF SAID TRACK, FOR AN ARC DISTANCE OF 488.67 FEET, WITH A RADIUS OF 3847.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 45 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 488.34 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST ALONG A LINE BEING 43.00 NORTHWESTERLY AND PARALLEL TO SAID CENTERLINE OF SAID TRACK, FOR A DISTANCE OF 486.14 FEET; THENCE SOUTH 22 DEGREES 36 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 1668.44 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 83.04 FEET, WITH A RADIUS OF 1048.35 FEET, AND WITH A CHORD WHICH BEARS SOUTH 69 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 83.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 32.49 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 48 DEGREES 40 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 31.60 FEET; THENCE SOUTH 25 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 77.51 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE ORIGINAL 100-FOOT WIDE AT & SF RY RIGHT-OF-WAY, FOR AN ARC DISTANCE OF 23.94 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 42 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 23.58 FEET TO THE POINT-OF-BEGINNING OF SAID 30.00-FOOT WIDE EASEMENT; THENCE CONTINUING ALONG AND UPON SAID PREVIOUS CURVES FOR AN ARC DISTANCE OF 5.39 FEET, WITH A RADIUS OF 40.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 63 DEGREES 32 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 5.38 FEET; THENCE SOUTH 67 DEGREES 24 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 213.81 FEET TO A POINT OF INTERSECTION OF ANOTHER 30 FOOT WIDE EASEMENT, SAID POINT TO BE LABELED POINT "B"; THENCE ALONG THE ARC OF THE CURVE TO THE RIGHT FOR AN ARC DISTANCE 244.55 FEET, WITH A RADIUS OF 275.35 FEET, AND WITH A CHORD WHICH BEARS NORTH 87 DEGREES 09 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 236.59 FEET; THENCE FOR THE NEXT TWO COURSES OF THIS EASEMENT, THE NORTHERLY HALF OF THIS EASEMENT VARIES IN WIDTH FROM 1 FOOT TO 15 FEET SO AS TO BE CONTIGUOUS AND ADJACENT TO THE SOUTHERLY LINE OF SAID RAILROAD RIGHT-OF-WAY, FOR A CENTERLINE BEARING OF NORTH 61 DEGREES 42 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 267.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 84.49 FEET, WITH A RADIUS OF 195.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 74 DEGREES 07 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 83.83 FEET; THENCE NORTH 86 DEGREES 32 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 74.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 164.08 FEET, WITH A RADIUS OF 400 FEET, AND WITH A CHORD WHICH BEARS SOUTH 81 DEGREES 42 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 162.93 FEET; THENCE SOUTH 69 DEGREES 57 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 60.67 FEET; THENCE SOUTH 68 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 280.47 FEET TO A POINT OF INTERSECTION WITH ANOTHER 30-FOOT WIDE EASEMENT, SAID POINT LABELLED POINT "C"; THENCE SOUTH 68 DEGREES 04 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 274.80 FEET; THENCE SOUTH 66 DEGREES 53 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 215.52 FEET;

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THENCE SOUTH 67 DEGREES 42 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 1,829.65 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 94.61 FEET, WITH A RADIUS OF 205.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 54 DEGREES 29 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 93.77 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 50.41 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 96.72 FEET, WITH A RADIUS OF 210.00 FEET, AND WITH CHORD WHICH BEARS SOUTH 54 DEGREES 27 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 95.87 FEET; THENCE SOUTH 67 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 179.73 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF SAID 40.00 FEET WIDE EASEMENT, SAID POINT TO BE LABELED POINT "A"; THENCE SOUTH 67 DEGREES 39 MINUTES, 12 SECONDS WEST CONTINUING ALONG AND UPON THE CENTER LINE OF SAID 30.00 FEET WIDE EASEMENT, FOR DISTANCE OF 275.12 FEET; THENCE ALONG THE ARC OF A CIRCLE TO THE RIGHT FOR AN ARC DISTANCE OF 379.66 FEET, WITH A RADIUS OF 1,683.46 FEET, AND WITH A CHORD WHICH BEARS SOUTH 74 DEGREES 06 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 378.86 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 359.39 FEET, WITH A RADIUS OF 1,575.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 74 DEGREES 02 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 358.62 FEET; THENCE SOUTH 67 DEGREES 30 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 315.76 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 404.91, WITH A RADIUS OF 745.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 51 DEGREES 55 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 399.95 FEET; THENCE SOUTH 36 DEGREES 31 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 213.28 FEET; THENCE SOUTH 46 DEGREES 39 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 136.80 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 72.41 FEET; THENCE SOUTH 59 DEGREES 11 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 442.69 FEET; THENCE SOUTH 30 DEGREES 48 MINUTES 27 SECONDS EAST FOR A DISTANCE 18.95 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 81.12 FEET, WITH A RADIUS OF 50.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 77 DEGREES 17 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 72.51 FEET, THENCE NORTH 56 DEGREES 14 MINUTES 14 SECONDS EAST ALONG AND UPON THE OFF-RAMP FROM THE I-55 HIGHWAY, TO THE POINT-OF-INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY, AS DEPICTED ON THE RIGHT-OF-WAY PLANS KNOWN AS FEDERAL AID PROJECT #I-55-7(21)278, AND WHICH ARE DATED DECEMBER 28, 1962;

TOGETHER WITH A 40.00-FOOT WIDE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874, 20.00 FEET ON EACH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY LABELLED POINT "A"; THENCE SOUTH 22 DEGREES 20 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 18.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 101.72, WITH A RADIUS OF 70.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 19 DEGREES 16 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 93.00 FEET; THENCE SOUTH 60 DEGREES 54 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 129.24 FEET; THENCE SOUTH 72 DEGREES 46 MINUTES 44 SECONDS WEST ALONG AND UPON THE ON-RAMP TO THE I-55 HIGHWAY, TO THE POINT-OF-INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY, AS DEPICTED ON THE RIGHT-OF-WAY PLANS KNOWN AS FEDERAL AID PROJECT #I-55-7(21)278, AND WHICH ARE DATED DECEMBER 28, 1962;

TOGETHER WITH ANOTHER 30-FOOT WIDE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED MARCH 7, 1996 AND RECORDED MARCH 22, 1996 AS DOCUMENT NO. 96221874, 15 FEET ON EACH OF THE FOLLOWING DESCRIBED CENTERLINE:

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BEGINNING AT THE PREVIOUSLY LABELED POINT "B"; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 185.00 FEET, WITH A RADIUS OF 400.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 80 DEGREES 39 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 183.36 FEET; THENCE NORTH 86 DEGREES 06 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 93.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 101.98 FEET, WITH A RADIUS OF 140.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 73 DEGREES 01 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 99.74 FEET; THENCE SOUTH 52 DEGREES 09 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 28.00 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 98.60 FEET, WITH A RADIUS OF 100.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 80 DEGREES 24 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 94.65 FEET, THENCE NORTH 71 DEGREES 20 MINUTES 36 SECONDS WEST FOR A DISTANCE OF 92.03 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 47.66 FEET, WITH A RADIUS OF 200.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 64 DEGREES 31 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 47.54 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 118.62 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 51.32 FEET, WITH A RADIUS OF 200.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 65 DEGREES 02 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 51.17 FEET; THENCE NORTH 72 DEGREES 23 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 55.20 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 100.41 FEET, WITH A RADIUS OF 140.00 FEET, AND WITH A CHORD WHICH BEARS SOUTH 87 DEGREES 03 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 98.27 FEET; THENCE SOUTH 66 DEGREES 30 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 125.08 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 29.02 FEET, WITH A RADIUS OF 35.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 89 DEGREES 43 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 28.20 FEET; THENCE NORTH 65 DEGREES 58 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 11.81 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT FOR AN ARC DISTANCE OF 40.10 FEET, WITH A RADIUS OF 50.00 FEET, AND WITH A CHORD WHICH BEARS NORTH 88 DEGREES 57 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 39.03 FEET TO SAID POINT "C", ALL IN COOK COUNTY, ILLINOIS.

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