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[ILLINOIS]

MORTGAGE, ASSIGNMENT OF LEASES,
SECURITY AGREEMENT AND FIXTURE FILING

BY

REPUBLIC ENGINEERED STEELS, INC.,

Mortgagor,

TO

BANKERS TRUST COMPANY,

Mortgagee;

Securing Principal Indebtedness of: \$200,000,000;

Relating to Premises in:

Cook County, Illinois

Dated as of: December 21, 1993

Prepared by and, after recording,
please return to:

Cahill Gordon & Reindel
80 Pine Street
New York, New York 10005
Attention: James J. Clark, Esq.

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MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING

MORTGAGE, ASSIGNMENT OF LEASES, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of December 21, 1993, made by REPUBLIC ENGINEERED STEELS, INC., a Delaware corporation, having an office at 410 Oberlin Road, S.W., Massillon, Ohio 44647, as mortgagor, assignor and debtor ("Mortgagor"), in favor of BANKERS TRUST COMPANY, a New York banking corporation having an office at Four Albany Street, New York, New York 10006, as trustee pursuant to the Indenture (as hereinafter defined), as mortgagee, assignee and secured party (in such capacities and together with any successors or assigns in such capacities, "Mortgagee").

R E C I T A L S :

1. Mortgagor is the owner of the land described in Schedule A annexed hereto and all the improvements situated thereon.
2. Mortgagor and Mortgagee are, contemporaneously with the execution and delivery of this Mortgage, entering into a certain indenture (as amended from time to time, the "Indenture"; capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Indenture), dated as of December 15, 1993, pursuant to which Mortgagor is issuing its 9 7/8% First Mortgage Notes due 2001 (collectively, the "Notes") in the aggregate principal amount of \$200,000,000.
3. This Mortgage is given by Mortgagor in favor of Mortgagee to secure the payment and performance in full when due, whether at stated maturity, by acceleration or otherwise (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy or the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), of (i) all of the obligations, liabilities and indebtedness of Mortgagor now or hereafter existing under or in respect of the Indenture and the Notes (including, without limitation, the obligations of Mortgagor to pay principal of, premium, if any, and interest on the Notes when due and payable) and all other charges, fees, premiums, indemnities and other amounts due or to become due under or in connection with the Indenture and the Notes and (ii) without duplication of the

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amounts described in clause (i), all obligations, indebtedness and liabilities of Mortgagor pursuant to the terms of this Mortgage, in each case whether now existing or hereafter arising, and whether in the regular course of business or otherwise (collectively, the "Secured Obligations").

GRANTING CLAUSES :

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby grants, mortgages, bargains, sells, assigns and conveys to Mortgagee and hereby grants to Mortgagee a security interest in and first mortgage Lien upon, all Mortgagor's right, title and interest in and to the following property (collectively, the "Mortgaged Property"):

A. Any and all present estates or interests of Mortgagor in the land described in Schedule A, together with all Mortgagor's reversionary rights in and to any and all easements, rights-of-way, sidewalks, strips and gores of land, drives, roads, curbs, streets, ways, alleys, passages, passage-ways, sewer rights, waters, water courses, water rights, mineral, gas and oil rights, power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively, the "Land");

B. Any and all estates or interests of Mortgagor in the buildings, structures and other improvements and any and all additions thereto and Alterations (as hereinafter defined) now or hereafter located or erected on the Land, including, without limitation, attachments, walks and ways and any replacements of any of the foregoing (collectively, the "Improvements"); together with the Land, the "Premises";

C. To the extent not prohibited by the terms thereof or by applicable law, any and all permits, licenses, franchises, certificates, consents, approvals and authorizations, however characterized, issued or in any way furnished, whether necessary or not for the operation and use of the Premises, including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits, or licenses and certificates of operation;

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D. Any and all interest of Mortgagor in all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property of every kind and nature whatsoever attached or affixed to the Premises as of the date hereof or used in connection with the use and enjoyment of the Premises or the maintenance or preservation thereof as of the date hereof, including, without limitation, all manufacturing equipment, overhead cranes, cutting and bending machines and other equipment for the production or fabrication of steel bars and bar products, electric arc steel furnaces, ladle arc furnaces, continuous billet casting machines, reheat furnaces, rolling mills, equipment for the epoxy coating of steel reinforcing bars, conveyors, cooling beds, infrared ovens, tools, utility systems, fire sprinkler and alarm systems, HVAC equipment, boiler, data processing, telecommunications or computer equipment, refrigeration, electronic monitoring, water or lighting systems, power, sanitation, waste removal, pollution abatement or control, elevators, window cleaning, maintenance or other systems or equipment, all indoor or outdoor furniture, appliances or supplies, and all other articles used or useful in connection with the use, operation, maintenance or repair of any part of the Premises together with all modifications, alterations, repairs, substitutions, additions and accessions thereto, all replacements and all parts therefor, and all substitutes for any of the foregoing (collectively, the "Equipment");

E. All Mortgagor's right, title and interest, as landlord, franchisor, licensor or grantor, in all leases and subleases of space, oil, gas and mineral leases, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into relating in any manner to the Premises or the Equipment and any and all amendments, modifications, supplements and renewals of any thereof (each such lease, license or agreement, together with any such amendment, modification, supplement or renewal, a "Lease"), whether now in effect or hereafter coming into effect, including, without limitation, all rents, additional rents, management fees payable by tenants, cash, guarantees, letters of credit, bonds, sureties or securities deposited thereunder to secure performance of the lessee's, franchisee's, licensee's or obligee's obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease (collectively, the "Rents");

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and governmental actions, consents, authorizations and approvals necessary or required therefor have been duly and effectively taken or obtained, (ii) this Mortgage and the other Documents are legal, valid, binding and enforceable obligations of Mortgagor, subject to applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and similar laws affecting creditors' rights generally and to general equitable principles and (iii) Mortgagor has full power and lawful authority to execute and deliver this Mortgage and the other Documents and to mortgage and grant a security interest in the Mortgaged Property as contemplated herein.

SECTION 1.3 Good Title.

1.3.1 Mortgagor represents, warrants and covenants that (i) Mortgagor has good and marketable title to the Premises and the landlord's interest and estate under or in respect of the Leases and good title to the interest it purports to own in and to each of the Permits and the Equipment, in each case subject to no Liens, except for those Liens identified on Schedule B annexed hereto (collectively, "Prior Liens") or permitted under Section 1.12 hereof, (ii) Mortgagor will, to the extent that the same are and continue to be necessary to the proper conduct of Mortgagor's business, keep in effect all rights and appurtenances to or that constitute a part of the Mortgaged Property, (iii) Mortgagor will protect, preserve and defend its interest in the Mortgaged Property and title thereto, (iv) Mortgagor will comply with each of the terms, conditions and provisions of any obligation of Mortgagor which is secured by the Mortgaged Property or the noncompliance with which is likely to result in the imposition of a Lien on the Mortgaged Property, (v) Mortgagor will appear and defend the Lien and security interests created and evidenced hereby and the validity and priority of this Mortgage in any action or proceeding affecting or purporting to affect the Mortgaged Property or any of the rights of Mortgagee hereunder, (vi) this Mortgage creates and constitutes a valid and enforceable first Lien on the Mortgaged Property, and, to the extent any of the Mortgaged Property shall consist of personalty, a first security interest in the Mortgaged Property, which first Lien and first security interest are and will be subject only to (a) Prior Liens and (b) Liens hereafter created and which, pursuant to the provisions of Section 1.12, are superior to the Lien and security interests created and evidenced hereby, and Mortgagor does now and shall warrant and defend to Mortgagee and all its successors and assigns such title and the validity and priority of the Lien and security interests created and

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evidenced hereby against the claims of all Persons, (vii) to the knowledge of Mortgagor after reasonable inquiry, there has been issued and there remain in effect each and every certificate of occupancy or use or other Permit currently required for the existing use and occupancy by Mortgagor and its tenants of the Premises and (viii) to the knowledge of Mortgagor after reasonable inquiry, the Premises comply in all material respects with all local zoning, land use, setback or other development and use requirements of Governmental Authorities (as hereinafter defined), as modified by any applicable variance.

1.3.2 Mortgagor, immediately upon obtaining knowledge of the pendency of any proceedings for the eviction of Mortgagor from the Mortgaged Property or any part thereof by paramount title or otherwise questioning Mortgagor's title to the Mortgaged Property as warranted in this Mortgage, or of any condition that might reasonably be expected to give rise to any such proceeding, shall notify Mortgagee in writing thereof. If and to the extent Mortgagee reasonably determines its interests are not being adequately protected, Mortgagee may participate in such proceedings. Mortgagor shall deliver or cause to be delivered to Mortgagee all instruments reasonably requested by Mortgagee in connection with any such proceedings. In any such proceedings Mortgagee may be represented by counsel satisfactory to Mortgagee at the expense of Mortgagor. If, upon the resolution of such proceedings, Mortgagor shall suffer a loss of the Mortgaged Property or any part thereof or interest therein and title insurance proceeds shall be payable to Mortgagor in connection therewith, such proceeds are hereby assigned to and shall be paid to Mortgagee to be applied in the same manner applicable to Net Cash Proceeds of an Asset Sale pursuant to Section 4.13 of the Indenture.

SECTION 1.4 Recording Documentation To Assure Security Interest; Fees and Expenses.

1.4.1 Mortgagor shall, forthwith after the execution and delivery of this Mortgage and thereafter, from time to time, cause this Mortgage and any financing statement, continuation statement or similar instrument relating to any thereof or to any property intended to be subject to the Lien of this Mortgage to be filed, registered and 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 validity and priority thereof or the Lien hereof purported to be created upon the Mortgaged Property and the interest and

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rights of Mortgagee therein. Mortgagor shall pay or cause to be paid all taxes and fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment thereof, and of any instrument of further assurance, and all Federal or state stamp taxes or other taxes, duties and charges arising out of or in connection with the execution and delivery of such instruments.

1.4.2 Mortgagor shall, from time to time, at the sole cost and expense of Mortgagor, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers, financing statements, continuation statements and assurances as Mortgagee shall from time to time reasonably request to assure, perfect, convey, assign, mortgage, transfer and confirm unto Mortgagee the property and rights hereby conveyed or assigned, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee or which are reasonably necessary to carry out the intent or facilitate the performance of the terms of this Mortgage or the filing, registering or recording of this Mortgage. In the event Mortgagor shall fail to execute any instrument required to be executed by Mortgagor under this subsection 1.4.2, Mortgagee may execute the same as the attorney-in-fact for Mortgagor, such power of attorney being coupled with an interest and irrevocable.

SECTION 1.5 Payment of Taxes, Insurance Premiums, Assessments; Compliance with Law and Insurance Requirements.

1.5.1 Unless contested in accordance with the provisions of subsection 1.5.5 hereof, Mortgagor shall pay and discharge or cause to be paid and discharged, from time to time when the same shall become due, all real estate and other taxes, special assessments, levies, permits, inspection and license fees, all premiums for insurance, all water and sewer rents and charges, and all other public charges imposed upon or assessed against the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property, including, without limitation, those arising in respect of the occupancy, use or possession thereof.

1.5.2 Upon the occurrence and during the continuance of an Event of Default, at the written request of Mortgagee, Mortgagor shall deposit with Mortgagee, on the first day of each month, an amount estimated by Mortgagor to be equal to one-twelfth (1/12th) of the annual taxes, assessments and other items required to be discharged by Mortgagor under subsection

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1.5.1 and amounts reasonably estimated by Mortgagor to be necessary to maintain the insurance coverages contemplated in Section 1.7. Such amounts shall be held by Mortgagee without interest to Mortgagor and, subject to Mortgagee's rights to apply the same to the Secured Obligations as set forth below, applied to the payment of each obligation in respect of which such amounts were deposited, in such order or priority as Mortgagee shall reasonably determine, before the date on which such obligation would become delinquent. If at any time the amounts so deposited by Mortgagor shall, in Mortgagee's reasonable judgment, be insufficient (when added to the installments anticipated to be paid thereafter) to discharge any of such obligations when due, Mortgagor shall immediately upon written demand deposit with Mortgagee such additional amounts as may be requested by Mortgagee. Nothing contained in this Section 1.5 shall affect any right or remedy of Mortgagee under any provision of this Mortgage or of any statute or rule of law to pay any such amount from its own funds and to add the amount so paid, together with interest at a rate ("Default Rate") per annum equal to the highest rate payable under the Notes to the other amounts outstanding in respect of the Secured Obligations or relieve Mortgagor of its obligations to make or provide for the payment of the annual taxes, assessments and other charges required to be discharged by Mortgagor under subsection 1.5.1. Mortgagor hereby grants to Mortgagee a security interest in all sums held pursuant to this subsection 1.5.2 to secure payment and performance of the Secured Obligations. During the continuance of any Event of Default, Mortgagee may apply all or any part of the sums held pursuant to this subsection 1.5.2 to payment and performance of the Secured Obligations in accordance with Section 6.10 of the Indenture. Mortgagor shall redeposit with Mortgagee an amount equal to all amounts so applied as a condition to the cure, if any, of such Event of Default in addition to fulfillment of any other required conditions.

1.5.3 Unless contested in accordance with the provisions of subsection 1.5.5, Mortgagor shall timely pay (or obtain a bond in the amount of), or cause to be paid, all lawful claims and demands of mechanics, materialmen, laborers, employees, suppliers, government agencies administering worker's compensation insurance, old age pensions and social security benefits and all other claims, judgments, demands or amounts of any nature which, if unpaid, would be likely to result in the creation of a Lien on the Mortgaged Property or any part thereof or the Rents arising therefrom, or which would be likely to result in forfeiture of all or any part of the Mortgaged Property.

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1.5.4 Mortgagor shall maintain, or cause to be maintained, in full force and effect, all permits, certificates, authorizations, consents, approvals, licenses, franchises or other instruments now or hereafter required by any federal, state, municipal or local government or quasi-governmental agency or authority (each of the foregoing, a "Governmental Authority") to operate or use and occupy the Premises and the Equipment for its intended uses (collectively, the "Permits;" each, a "Permit"). Mortgagor represents that none of the Permits will be subject to cancellation, forfeiture or any limitation on the scope thereof solely by virtue of the execution of this Mortgage or the foreclosure of the Lien hereof. Unless contested in accordance with the provisions of subsection 1.5.5, Mortgagor shall comply promptly with, or cause prompt compliance with, all requirements set forth in the Permits and all requirements of any law, ordinance, rule, regulation or similar statute or case law (collectively, "Legal Requirements") or any Governmental Authority applicable to all or any part of the Mortgaged Property or the condition, use or occupancy of all or any part thereof or any recorded deed of restriction, declaration, covenant running with the land or otherwise, now or hereafter in force. Mortgagor shall not initiate or consent to any change in the zoning, subdivision or any other use classification of the Land if such action would be likely to diminish the value of the Mortgaged Property or impair the Mortgagee's rights or benefits hereunder.

1.5.5 Mortgagor may at its own expense contest the amount or applicability of any of the obligations described in subsections 1.5.1, 1.5.3 and 1.5.4 by appropriate legal proceedings, prosecution of which operates to stay or prevent the collection or enforcement thereof and the sale or forfeiture of the Mortgaged Property or any part thereof to satisfy such obligations; provided, however, that in connect on with such contest, Mortgagor shall have made provision for the payment or performance of such contested obligation on Mortgagor's books if and to the extent required by generally accepted accounting principles, or shall have deposited with Mortgagee a sum sufficient to pay and discharge such obligation (or the minimum required installment) and Mortgagor's reasonable estimate of all interest and penalties related thereto. Notwithstanding the foregoing provisions of this subsection 1.5.5, (i) no contest of any such obligations may be pursued by Mortgagor if such contest would expose Mortgagee or any holder of Notes to any possible criminal liability or, unless Mortgagor shall have furnished an Additional Undertaking (as hereinafter defined) therefor satisfactory to Mortgagee, any additional civil

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liability for failure to comply with such obligations and (ii) if at any time payment or performance of any obligation contested by Mortgagor pursuant to this subsection 1.5.5 shall become necessary to prevent the delivery of a tax or similar deed conveying the Mortgaged Property or any portion thereof because of nonpayment or nonperformance, Mortgagor shall pay or perform the same in sufficient time to prevent the delivery of such tax or similar deed.

1.5.6 Mortgagor shall not in its use and occupancy of the Premises or the Equipment (including, without limitation, in the making of any Alteration) take any action that is reasonably likely to be the basis for termination, revocation or denial of any insurance coverage required to be maintained under this Mortgage or that is reasonably likely to be the basis for a defense to any claim under any insurance policy maintained in respect of the Premises or the Equipment and Mortgagor shall otherwise comply in all respects with the requirements of any insurer that issues a policy of insurance in respect of the Premises or the Equipment.

1.5.7 Mortgagor shall, promptly upon receipt of any written notice regarding any failure by Mortgagor to pay or discharge any of the obligations described in subsection 1.5.1, 1.5.3, 1.5.4 or 1.5.6, furnish a copy of such notice to Mortgagee.

SECTION 1.6 Certain Tax Law Changes. In the event of the passage after the date of this Mortgage of any law deducting from the value of real property for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes or the manner of the collection of any such taxes, and imposing a new tax, either directly or indirectly, on this Mortgage, the Indenture or the Notes or any other document relating to the Secured Obligations, Mortgagor shall promptly pay to Mortgagee such amount or amounts as may be necessary from time to time to pay such tax (other than income or franchise taxes imposed on Mortgagee).

SECTION 1.7 Required Insurance Policies.

1.7.1 Mortgagor shall maintain in respect of the Premises the following insurance coverages:

- (1) Physical hazard insurance on an "all risk" basis covering, without limitation, hazards commonly covered by

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fire and extended coverage, lightning, windstorm, civil commotion, hail, riot, strike, water damage, sprinkler leakage, collapse and malicious mischief, in an amount equal to the full replacement cost of the Improvements and all Equipment, with such deductibles as would be maintained by a prudent operator of property similar in use and configuration to the Premises and located in the locality where the Premises are located. "Full replacement cost" means the Cost of Construction (as hereinafter defined) to replace the Improvements and the Equipment, exclusive of depreciation, excavation, foundation and footings, as determined from time to time (but not less frequently than once every twelve (12) months) by any Person selected by Mortgagor in consultation with its insurance company or insurance agent, as appropriate;

(ii) Comprehensive general liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Premises and any adjoining streets, sidewalks and passageways under Mortgagor's control, and covering any and all claims, including, without limitation, all legal liability, subject to customary exclusions, to the extent insurable, imposed upon Mortgagee and all court costs and attorneys' fees, arising out of or connected with the possession, use, leasing, operation or condition of the Premises, with policy limits and deductibles in such amounts as would be maintained by a prudent operator of property similar in use and configuration to the Premises and located in the locality where the Premises are located;

(iii) Workers' compensation insurance as required by the laws of the state in which the Premises are located to protect Mortgagor against claims for injuries sustained in the course of employment at the Premises;

(iv) Explosion insurance in respect of any boilers and similar apparatus located on the Premises or comprising any Equipment, with policy limits and deductibles in such amounts as would be maintained by a prudent operator of property similar in use and configuration to the Premises and the Equipment and located in the locality where the Premises and the Equipment are located;

(v) During the performance of any alterations, renovations, repairs, restorations or construction, broad form

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Builders Risk Insurance on an all-risk completed value basis; and

(vi) Such other insurance, against such risks and with policy limits and deductibles in such amounts as would be maintained by a prudent operator of property similar in use and configuration to the Premises and located in the locality in which the Premises are located.

1.7.2 All insurance policies required by this Section 1.7 shall be in form customarily maintained by a prudent operator of property similar in use and configuration to the Premises and located in the locality in which the Premises are located. Mortgagor may maintain the insurance coverages required by this Section 1.7 under blanket policies covering the Premises and other locations owned or operated by Mortgagor if the terms of such blanket policies otherwise comply with the provisions of this Section 1.7 and contain specific coverage allocations in respect of the Premises determined in accordance with this Section 1.7. All insurance policies in respect of the coverages required by subsections 1.7.1(i), 1.7.1(iv), 1.7.1(v) and, if applicable, 1.7.1(vi) shall be in amounts at least sufficient to prevent coinsurance liability and all losses thereunder shall be payable to Mortgagee, subject to the provisions below, as sole loss payee pursuant to a standard noncontributory New York mortgage endorsement or local equivalent, and each such policy shall (i) include effective waivers (whether under the terms of such policy or otherwise) by the insurer of all claims for insurance premiums against all loss payees and named insureds other than Mortgagor and all rights of subrogation against any named insured, and (ii) provide that any losses thereunder shall be payable notwithstanding (a) any act, failure to act, negligence of, or violation or breach of warranties, declarations or conditions contained in such policy by Mortgagor or Mortgagee or any other named insured or loss payee, (b) the occupation or use of the Premises for purposes more hazardous than permitted by the terms of the policy, (c) any foreclosure or other proceeding or notice of sale relating to the Premises or the Equipment or (d) any change in the title to or ownership or possession of the Premises or the Equipment; provided, however, that (with respect to items contemplated in clauses (c) and (d) above) any notice requirements of the applicable policies are satisfied. All insurance policies in respect of the coverages required by subsections 1.7.1(ii) and, if applicable, 1.7.1(vi) shall name Mortgagee as an additional insured. Notwithstanding the foregoing, the loss payee in respect of business interruption insurance coverage

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maintained under subsection 1.7.1(vi) shall be (i) First National Bank of Boston, as agent for the lenders under the Amended and Restated Credit Agreement, dated as of December 21, 1993, by and among Republic Engineered Steels, Inc., the lenders named therein and First National Bank of Boston, as agent, or any amendment, renewal, replacement or refinancing thereof (the "Credit Agreement"), and (ii) Bankers Trust Company, as trustee for the holders of the Notes issued pursuant to the Indenture, which shall be co-loss payees in respect of business interruption insurance with the proceeds distributed pro rata based upon a ratio (i) the numerator of which shall be the debt outstanding under the Credit Agreement on the date such proceeds are paid, in the case of First National Bank of Boston, as agent, and the debt outstanding under the Indenture on the date such proceeds are paid, in the case of Bankers Trust Company, as trustee, and (ii) the denominator of which shall be the total debt outstanding under the Credit Agreement and the Indenture on the date such proceeds are paid. Each policy of insurance required under this Section 1.7 shall provide that it may not be cancelled or otherwise terminated without at least thirty (30) days' prior written notice to Mortgagee and shall permit Mortgagee to pay any premium therefor within thirty (30) days after receipt of any notice stating that such premium has not been paid when due. The policy or policies of such insurance or certificates of insurance evidencing the required coverages and all renewals or extensions thereof shall be delivered to Mortgagee. Mortgagor shall not settle any claim under any of the insurance policies referred to in Sections 1.7.1(i), 1.7.1(iv), 1.7.1(v) and, if applicable, 1.7.1(vi) which in Mortgagor's reasonable judgment involves loss of \$250,000 or more unless Mortgagor shall have delivered to Mortgagee, prior to such settlement, an Officers' Certificate (i) describing the incident giving rise to such claim, (ii) setting forth the amount of the proposed settlement in respect of such claim and (iii) stating that such settlement amount constitutes a reasonable settlement in respect of such claim.

1.7.3 Mortgagor shall deliver or shall cause to be delivered to Mortgagee at least thirty (30) days prior to the expiration of any insurance policy required by subsections 1.7.1(i), (ii), (iv), (v) and, if applicable, 1.7.1(vi), a policy or policies renewing or extending such expiring policy or renewal or extension certificates or other evidence of renewal or extension.

1.7.4 Mortgagor shall not purchase separate insurance policies concurrent in form or contributing in the

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event of loss with those policies required to be maintained under this Section 1.7, unless Mortgagee is included thereon as a named insured and, if applicable, with loss payable to Mortgagee under an endorsement containing the provisions described in subsection 1.7.2. Mortgagor immediately shall notify Mortgagee whenever any such separate insurance policy is obtained and promptly shall deliver to Mortgagee the policy or certificate evidencing such insurance.

1.7.5 Mortgagor shall, immediately upon receipt of any written notice of any failure by Mortgagor to pay any insurance premium in respect of any insurance policy required to be maintained under this Section 1.7, furnish a copy of such notice to Mortgagee.

1.7.6 All insurers under policies required hereunder shall be licensed and authorized to issue insurance in the state in which the Land is located.

SECTION 1.8 Failure To Make Certain Payments. If Mortgagor shall fail to perform any of the covenants contained in this Mortgage, including, without limitation, Mortgagor's covenants to (i) pay the premiums in respect of all required insurance coverages, (ii) pay taxes and assessments, (iii) make repairs, (iv) discharge Liens or (v) pay or perform any obligations of Mortgagor under the Leases, Mortgagee may (but shall not be obligated to), if such failure constitutes an Event of Default, make advances to perform such covenant on Mortgagor's behalf and all sums so advanced shall be included in the Secured Obligations and shall be secured hereby. Within five (5) business days after making any such expenditure for which reimbursement will be sought, Mortgagee shall endeavor to give Mortgagor written notice of the amount and purpose of such payment; provided, however, that failure to give such notice will not relieve Mortgagor of its obligations to make such reimbursement to Mortgagee. Mortgagor shall repay on demand all sums so advanced by Mortgagee on behalf of Mortgagor, with interest at the Default Rate. Neither the provisions of this Section 1.8 nor any action taken by Mortgagee pursuant to the provisions of this Section 1.8 shall prevent any such failure to observe any covenant contained in this Mortgage from constituting an Event of Default.

SECTION 1.9 Inspection. Mortgagor shall permit Mortgagee, by its agents, accountants and attorneys, to visit and inspect the Premises and the Equipment at such reasonable

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times and upon reasonable notice as may be requested by Mortgagee.

SECTION 1.10 Mortgagor To Maintain Improvements.

Mortgagor shall not commit any waste on the Premises or with respect to any Equipment or make any change in the use of the Premises or any Equipment which would be reasonably likely to have a material adverse effect on the value or utility of the Premises or Equipment. Mortgagor represents and warrants that (i) the Premises are served by all utilities required or necessary for the current use thereof, (ii) all streets necessary to serve the Premises are completed and serviceable and have been dedicated and accepted as such by the appropriate Governmental Authorities and (iii) Mortgagor has access to the Premises from public roads sufficient to allow Mortgagor and its tenants and invitees to conduct its and their businesses at the Premises in accordance with sound commercial and industrial practices. Mortgagor shall, at all times, maintain the Premises and the Equipment in good operating order, condition and repair and shall make all repairs, structural or nonstructural, when necessary. Mortgagor shall (a) not alter the occupancy or use of all or any part of the Premises without the prior written consent of Mortgagee, and (b) do all other acts which from the character or use of the Premises and the Equipment may be necessary or appropriate to maintain and preserve their value.

SECTION 1.11 Mortgagor's Obligations with Respect to Leases.

1.11.1 Mortgagor shall manage and operate the Mortgaged Property or cause the Mortgaged Property to be managed and operated in a reasonably prudent manner and will not enter into any Lease (or any amendment or modification thereof) with any Person which would be reasonably likely to have a material adverse effect on the value of the property subject thereto.

1.11.2 Mortgagor shall not:

(i) receive or collect, or permit the receipt or collection of, any rental or other payments under any Lease more than one (1) month in advance of the respective period in respect of which they are to accrue, except that (a) in connection with the execution and delivery of any Lease or of any amendment to any Lease, rental payments thereunder may be collected and received in advance in an amount not in excess of one (1) month's rent and

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(b) Mortgagor may receive and collect escalation and other charges and a security deposit in accordance with the terms of each Lease;

(ii) assign, transfer or hypothecate (other than to Mortgagee hereunder or as otherwise permitted under Section 1.12 of this Mortgage) any rental or other payment under any Lease whether then due or to accrue in the future, the interest of Mortgagor as lessor under any Lease or the rents, issues, revenues, profits or other income of the Mortgaged Property;

(iii) enter into any Lease after the date hereof that does not contain terms to the effect as follows:

(a) such Lease and the rights of the tenant thereunder shall be subject and subordinate to the rights of Mortgagee under and the Lien of this Mortgage;

(b) such Lease has been assigned as collateral security by Mortgagor as landlord thereunder to Mortgagee under this Mortgage;

(c) in the case of any foreclosure hereunder, the rights and remedies of the tenant in respect of any obligations of Mortgagee as a successor landlord thereunder shall be limited to the equity interest of such successor landlord in the Premises and any successor landlord shall not (1) be liable for any act, omission or default of any prior landlord under the Lease or (2) be required to pay any amounts to tenant arising under the Lease prior to such successor landlord taking possession;

(d) the tenant's obligation to pay rent and any additional rent shall not be subject to any abatement, deduction, counterclaim or setoff as against any mortgagee or purchaser upon the foreclosure of any of the Premises or the giving or granting of a deed in lieu thereof by reason of a landlord default occurring prior to such foreclosure and such mortgagee or purchaser will not be bound by any advance payments of rent in excess of one month or any security deposits unless such security was actually received by it; and

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(e) the tenant agrees to attorn, at the option of Mortgagee or any purchaser of the Premises, upon a foreclosure of the Premises or the giving or granting of a deed in lieu thereof.

1.11.3 Mortgagor timely shall perform and observe all the material terms, covenants and conditions required to be performed and observed by Mortgagor under each Lease such that there will be no material impairment of the fair market value of the Premises as a result thereof and will not engage in any conduct in respect of any Lease which would materially impair the fair market value of the Mortgaged Property or the Lien of this Mortgage or the security interest created hereby. Mortgagor promptly shall notify Mortgagee of the receipt of any notice from any lessee under any Lease claiming that Mortgagor is in default in the performance or observance of any of the terms, covenants or conditions thereof to be performed or observed by Mortgagor and will cause a copy of each such notice to be delivered promptly to Mortgagee.

1.11.4 Mortgagor shall deliver to Mortgagee, within thirty (30) days after the end of each calendar year ending after the date of this Mortgage, an Officers' Certificate, dated as of the last day of such year, (i) containing a list of names of all tenants under Leases and the net square footage leased and the annual rental currently payable by each of them, (ii) stating for which, if any, Leases then in force Mortgagor has issued a notice of default and the nature of such default and (iii) stating that, to the best of such officers' knowledge, each Lease complies with the provisions of this Mortgage. Mortgagor shall deliver to Mortgagee within thirty (30) days after the end of each calendar quarter copies, certified by an officer of Mortgagor, of all Leases not theretofore delivered to Mortgagee.

1.11.5 Mortgagee shall, from time to time, upon twenty (20) days' prior written notice, execute and deliver to Mortgagor a non-disturbance agreement substantially in the form annexed hereto as Exhibit A, in favor of any tenant under a Lease permitted hereunder.

SECTION 1.12 Transfer Restrictions. Mortgagor may not, without the prior written consent of Mortgagee, further mortgage, encumber, hypothecate, sell, convey or assign all or any part of the Mortgaged Property or suffer any of the foregoing to occur by operation of law or otherwise. Notwithstand-

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ing the provisions of the foregoing sentence, Mortgagor shall have the right, without such consent, to grant or suffer the following Liens or conveyances, in respect of the Mortgaged Property:

(i) Liens in respect of amounts payable by Mortgagor pursuant to Section 1.5 if and to the extent such amounts are not yet due and payable or are being contested in accordance with the provisions of subsection 1.5.5.

(ii) Easements, rights-of-way, zoning and similar covenants and restrictions and other similar encumbrances or title defects which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the Mortgaged Property or materially interfere with the ordinary conduct of the business of the Mortgagor at the Mortgaged Property.

(iii) Any permitted disposition of Mortgaged Property by Mortgagor in accordance with the provisions of the Indenture.

(iv) Leases permitted under Section 1.11.1 of this Mortgage.

Each of the Liens and other transfers permitted by this Section 1.12 shall in all respects be subject and subordinate in priority to the Lien and security interest created and evidenced by this Mortgage except (y) any Lien permitted by clause (i) of this Section if and to the extent the law or regulation creating or authorizing such Lien provides that such Lien must be superior to the Lien and security interest created and evidenced by this Mortgage and (z) transfers permitted under clause (iii) of this Section, which shall be made free of the Lien and security interest created and evidenced hereby if the release provisions of the Indenture are complied with.

SECTION 1.13 Destruction; Condemnation.

1.13.1 Destruction; Insurance Proceeds. If there shall occur any material damage to, or material loss or destruction of, the Improvements and Equipment, or any part of any thereof (each, a "Destruction"), Mortgagor shall promptly send to Mortgagee a notice setting forth the nature and extent of such Destruction. The proceeds of any insurance payable in respect of any such Destruction are hereby assigned and shall be paid to Mortgagee. All such proceeds, less the amount of

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any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Destruction (the "Net Proceeds"), shall constitute Trust Moneys and be applied in accordance with the provisions of the Indenture. Mortgagee is hereby authorized and directed to pay from Trust Moneys any and all such expenses deemed necessary and reasonable by Mortgagee in connection with the foregoing.

1.13.2 Condemnation; Assignment of Award. If there shall occur any taking of a material portion of the Mortgaged Property or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law, general or special, or by reason of the temporary requisition of the use or occupancy of the Mortgaged Property or any part thereof, by any governmental authority, civil or military (each, a "Taking"), Mortgagor immediately shall notify Mortgagee upon receiving notice of such Taking or commencement of proceedings therefor. If and to the extent Mortgagee reasonably determines its interests are not being adequately protected, Mortgagee may participate in any proceedings or negotiations which might result in any Taking. Mortgagee may be represented by counsel satisfactory to it at the expense of Mortgagor. Mortgagor shall deliver or cause to be delivered to Mortgagee all instruments requested by it in connection with such proceedings or negotiations. Mortgagor shall in good faith and with due diligence file and prosecute what would otherwise be Mortgagor's claim for any such award or payment and cause the same to be collected and paid over to Mortgagee, and hereby irrevocably authorizes and empowers Mortgagee, in the name of Mortgagor as its true and lawful attorney-in-fact or otherwise, to collect and to receipt for any such award or payment, and, in the event Mortgagor fails so to act or is otherwise in default hereunder, to file and prosecute such claim. Mortgagor shall pay all costs, fees and expenses incurred by Mortgagee in connection with any Taking and seeking and obtaining any award or payment on account thereof. Any proceeds, award or payment in respect of any Taking shall constitute Trust Moneys and are hereby assigned and shall be paid to Mortgagee. Mortgagor shall take all steps necessary to notify the condemning authority of such assignment. Such award or payment, less the amount of any expenses incurred in litigating, arbitrating, compromising or settling any claim arising out of such Taking ("Net Award"), shall be applied in accordance with the provisions of the Indenture. Mortgagee is hereby authorized and directed to pay from Trust Moneys any and all such expenses deemed necessary and reasonable by Mortgagee in connection with the foregoing.

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SECTION 1.14 Alterations. Mortgagor shall not make any structural addition, modification or change (each, an "Alteration") to the Premises or the Equipment except as permitted by Section 10.3 of the Indenture. Mortgagor shall:

(a) complete each Alteration promptly, in a good and workman-like manner and in compliance with all applicable local laws, ordinances and requirements and (b) pay when due all claims for labor performed and materials furnished in connection with such Alteration, unless contested in accordance with the provisions of subsection 1.5.5.

SECTION 1.15 Hazardous Material.

1.15.1 Except as disclosed on Schedule C, Mortgagor represents and warrants that

(i) it has obtained all Permits currently required with respect to the ownership of the Mortgaged Property and the operation of its business under applicable Environmental Laws as they relate to the Mortgaged Property or Mortgagor's business, other than such Permits the absence of which could not result in a material adverse effect on the value or use of the Mortgaged Property or Mortgagor's business, in each case, taken individually or in the aggregate;

(ii) it is in compliance with all terms and conditions of all such Permits as they relate to the Mortgaged Property or Mortgagor's business, and also is in compliance with applicable Environmental Laws as they relate to the Mortgaged Property or Mortgagor's business, except where such noncompliance could not result in a material adverse effect on the value or use of the Mortgaged Property or Mortgagor's business, in each case, taken individually or in the aggregate;

(iii) there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice of violation, governmental investigation, proceeding, notice or demand letter pending or, to its knowledge, threatened against it or any subsidiary or, to its knowledge, any predecessor in interest of the Mortgaged Property, under applicable Environmental Laws relating to the Mortgaged Property or Mortgagor's business which could be expected to result in a liability, fine, penalty or other cost or expense (collectively "Liabilities"), except where such Liabilities could not result in a material adverse effect on the value or use of the Mortgaged Property or Mortgagor's business, in each case, taken individually or in the aggregate;

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(iv) to the knowledge of Mortgagor after reasonable inquiry, no operations, activities or practices of Mortgagor, and no conditions, events or circumstances relating to the Mortgaged Property (a) could be expected to form the basis of any demand, order, claim, suit, proceeding or notice of violation from any Governmental Authority or third party which, if adversely decided, could be expected to result in a material adverse effect on the value or use of the Mortgaged Property or Mortgagor's business, in each case, taken individually or in the aggregate or (b) could be expected to interfere with or prevent compliance with or result in liability under applicable Environmental Laws relating to the Mortgaged Property or Mortgagor's business, except where such operations, activities, practices, conditions, events or circumstances could not be expected to result in a material adverse effect on the value or use of the Mortgaged Property or Mortgagor's business, in each case, taken individually or in the aggregate; and

(v) Mortgagor has not received any notice or request for information from any Governmental Authority or third party concerning liability (actual or potential) based on or relating to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or similar state or local law, in each case, based on or relating to the disposal or treatment off-site of Hazardous Materials by (a) Mortgagor or (b) any predecessor in interest of the Mortgaged Property.

1.15.2 Mortgagor shall

(i) comply in all material respects with, and conduct its business in a manner which could not result in material liability under, applicable Environmental Laws, including, without limitation, those enacted hereafter, relating to the Mortgaged Property or Mortgagor's business thereat;

(ii) take all steps, subject to all relevant defenses and consistent with good business practice, to implement and finance the cost of any removal, remedial, response or corrective action relating or in any way attributable to Hazardous Materials as required by, or as necessary to prevent liability under, applicable Environmental Laws, including, without limitation, those enacted hereafter, and shall apply any insurance proceeds or other sums received by it in respect thereof to the cost of such action; and

(iii) subject to all relevant defenses and consistent with good business practice, not take, or fail to take, any

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action with respect to applicable Environmental Laws, including, without limitation, those enacted hereafter, or in connection with Hazardous Materials, in each case, that could be expected to result in the incurrence of any material obligation or liability on the holders of the Notes or the Mortgagee.

In the event Mortgagor fails to comply with the covenants in the preceding sentence, Mortgagee may, in addition to any other remedies set forth herein, but shall not be obligated to, as trustee for and at Mortgagor's sole cost and expense, cause to be taken, any appropriate removal, remedial, response or corrective action relating to Hazardous Materials, all as provided in Section 1.8. Any and all costs or expenses actually and reasonably incurred by Mortgagee for such purpose shall be immediately due and payable by Mortgagor. Upon reasonable notice, Mortgagor shall provide to Mortgagee and its agents and employees reasonable access to the Mortgaged Property and, following consultation with Mortgagee, hereby specifically grants to Mortgagee permission, which shall not be unreasonably withheld, to sample, remove, remediate or perform such other response or corrective action (collectively, "Remedial Activities") in connection with any Hazardous Materials located thereat in material violation of or which could result in material liability under applicable Environmental Laws, including, without limitation, those enacted hereafter, or to take any action with respect to such Environmental Laws if Mortgagor fails to do so within thirty days of receiving notice thereof from Mortgagee (or such longer time as Mortgagee may agree in writing). Mortgagor shall have the right, but shall not be obligated, to review and comment upon all such Remedial Activities prior to their implementation by Mortgagee or its agents or employees.

Upon written request by Mortgagee, which shall include a reasonably specific statement of the basis thereof (which shall be specific to the condition of the Mortgaged Property) and which shall be made not more frequently than once in any twelve-month period or at any time that Mortgagee is exercising its remedies under this Mortgage, Mortgagee shall have the right, but shall not be obligated, at the sole cost and expense of Mortgagor, to conduct an environmental audit or review of the Mortgaged Property by such persons or firms appointed by Mortgagee and reasonably acceptable to Mortgagor, and Mortgagor shall cooperate in the conduct of such environmental audit or review, including, without limitation, by providing reasonable access to the Mortgaged Property and to all records relating thereto. Such activities shall not

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unreasonably interfere with Mortgagor's operations at the Mortgaged Property. Mortgagor shall have the right to review, comment and approve any written audit or review report, such approval not to be unreasonably withheld.

Mortgagor shall defend, indemnify and hold Mortgagee and its employees, agents, officers and directors harmless from and against all claims, demands, penalties, fines, liabilities, settlements, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, removal, remedial, response and corrective action costs, court costs and litigation expenses) that Mortgagee may incur based on or arising under applicable Environmental Laws, including, without limitation, those enacted hereafter. To the extent permitted by applicable law, the foregoing does not apply to claims arising solely out of the acts of Mortgagee where such acts constitute willful misconduct, negligence or bad faith.

Nothing contained herein or in any other Document shall result in Mortgagee being deemed an "owner" or "operator" under applicable Environmental Laws, including, without limitation, those enacted hereafter.

"Environmental Laws" means the common law and all (a) federal, state, local and foreign laws, regulations, codes or orders, and (b) decrees, judgments or injunctions to which Mortgagor or a predecessor in interest of the Mortgaged Property is a named party, issued, promulgated, approved or entered thereunder, in each case, relating to pollution or protection of public or employee health or the environment, including, without limitation, those relating to handling, use, storage, treatment, disposal, removal, emission, discharge or release of pollutants, contaminants, chemicals, or industrial toxic or hazardous substances or wastes, including, without limitation, petroleum, including crude oil or any petroleum product or any fraction thereof, and asbestos and asbestos-containing material (collectively, "Hazardous Materials") into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

SECTION 1.16 Asbestos. Mortgagor shall not install nor permit to be installed in the Mortgaged Property asbestos or any asbestos-containing material (collectively, "ACM")

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except in compliance with applicable Environmental Laws, including, without limitation, those enacted hereafter. With respect to any ACM currently present in the Mortgaged Property, Mortgagor shall take all steps, subject to all relevant defenses and consistent with good business practice, to comply in all material respects with applicable Environmental Laws, including, without limitation, those enacted hereafter, all at Mortgagor's sole cost and expense. If Mortgagor shall fail so to comply with such Environmental Laws, Mortgagee may, but shall not be obligated to, in addition to any other remedies set forth herein, take whatever steps it deems necessary or appropriate to comply with or prevent liability under applicable Environmental Laws, including, without limitation, those enacted hereafter. Any and all costs or expenses incurred by Mortgagee for such purpose shall be immediately due and payable by Mortgagor. Upon reasonable notice, Mortgagor shall provide to Mortgagee and its agents and employees reasonable access to the Mortgaged Property and following consultation with Mortgagee, hereby specifically grants to Mortgagee permission, which shall not be unreasonably withheld, for the exclusive purpose of inspecting, sampling, analyzing, removing or remediating such ACM if Mortgagor fails to do so and such action is required to prevent liability under applicable Environmental Laws, including, without limitation, those enacted hereafter; provided, however, that nothing contained herein shall obligate Mortgagee to exercise any such rights. Such activities shall not unreasonably interfere with Mortgagor's operations at the Mortgaged Property.

Mortgagor shall defend, indemnify and hold Mortgagee and its employees, agents, officers and directors harmless from and against all claims, demands, penalties, fines, liabilities, settlements, losses, costs, damages and expenses (including, without limitation, reasonable attorney's and consultants' fees, investigation and laboratory fees, removal, remedial, response and corrective action costs, court costs and litigation expenses) that Mortgagee may incur based on or arising under applicable Environmental Laws, including, without limitation, those enacted hereafter. The foregoing does not apply to claims arising solely out of the acts of Mortgagee where such acts constitute willful misconduct, negligence or bad faith.

Nothing contained herein or in any other Document shall result in Mortgagee being deemed an "owner" or "operator" under applicable Environmental Laws, including, without limitation, those enacted hereafter.

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SECTION 1.17 Books and Records; Reports. Mortgagor shall keep proper books of record and account, which shall accurately represent the financial condition of Mortgagor and the business and affairs of Mortgagor relating to the Mortgaged Property. Mortgagee and its authorized representatives shall have the right upon reasonable advance notice, and at reasonable times, from time to time, to examine the books and records of Mortgagor relating to the operation of the Mortgaged Property.

SECTION 1.18 No Claims Against Mortgagee. Nothing contained in this Mortgage shall constitute any consent or request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Mortgagee in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien of this Mortgage.

SECTION 1.19 Utility Services. Mortgagor shall pay, or cause to be paid, when due all charges for all public or private utility services, all public or private rail and highway services, all public or private communication services, all sprinkler systems, and all protective services, any other services of whatever kind or nature at any time rendered to or in connection with the Premises or any part thereof, shall comply with all contracts relating to any such services, and shall do all other things required for the maintenance and continuance of all such services to the extent required to fulfill the obligations set forth in Section 1.10.

ARTICLE II

ASSIGNMENT OF RENTS; SECURITY AGREEMENT

SECTION 2.1 Assignment of Leases, Rents, Issues and Profits.

2.1.1 Mortgagor absolutely, presently and irrevocably assigns, transfers and sets over to Mortgagee and grants to Mortgagee, subject to the terms and conditions hereof, all Mortgagor's estate, right, title, interest, claim

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and demand as landlord to collect rent and other sums due under all existing Leases and any other Leases, including, without limitation, all extensions of the terms of the Leases (such assigned rights, "Mortgagor's Interest"), as follows:

(i) the immediate and continuing right to receive and collect Rents payable by all tenants or other parties pursuant to the Leases to the extent permitted by and in accordance with applicable law;

(ii) all claims, rights, powers, privileges and remedies of Mortgagor, whether provided for in any Lease or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of any tenant to perform or comply with any term of any Lease;

(iii) all rights to take all actions upon the happening of a default under any Lease as shall be permitted by such Lease or by law, including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of Mortgagor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to do any and all other acts and things whatsoever which Mortgagor or any landlord is or may be entitled to do under the Leases.

2.1.2 Any Rents receivable by Mortgagee hereunder, after payment of all proper costs and charges, shall be applied to all amounts due and owing under and as provided in this Mortgage and the Indenture. Mortgagee shall be accountable to Mortgagor only for Rents actually received by Mortgagee pursuant to this assignment. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

2.1.3 So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a license to collect and apply the Rents and to enforce the obligations of tenants under the Leases and to do all things described in Section 2.1.1. Immediately upon the occurrence and during the continuance of any Event of Default, the license granted in the immediately preceding sentence shall cease and terminate, with or without any notice, action or proceeding. Upon such Event of Default and during the continuance thereof, Mortgagee may,

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to the fullest extent permitted by the Leases and applicable law (i) exercise any of Mortgagor's rights under the Leases, (ii) enforce the Leases, (iii) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all Rents or other payments that may then be or may thereafter become due, owing or payable with respect to the Leases and (iv) generally do, execute and perform any other act, deed, matter or thing whatsoever that, in accordance with sound commercial practice, ought to be done, executed and performed in and about or with respect to the Leases, as fully as allowed or authorized by Mortgagor's Interest.

2.1.4 Mortgagor hereby irrevocably authorizes and directs the tenant under each Lease to pay directly to, or as directed by, Mortgagee all Rents accruing or due under its Lease upon receipt of a notice to the effect that an Event of Default exists hereunder and requesting such payment. Mortgagor hereby authorizes the tenant under each Lease to rely upon and comply with any notice or demand from Mortgagee for payment of Rents to Mortgagee and Mortgagor shall have no claim against any tenant for Rents paid by such tenant to Mortgagee pursuant to such notice or demand.

2.1.5 Mortgagor at its sole cost and expense shall enforce the Leases in accordance with their terms. Neither this Mortgage nor any action or inaction on the part of Mortgagee shall release any tenant under any Lease, any guarantor of any Lease or Mortgagor from any of their respective obligations under the Leases or constitute an assumption of any such obligation on the part of Mortgagee. No action or failure to act on the part of Mortgagor shall adversely affect or limit the rights of Mortgagee under this Mortgage or, through this Mortgage, under the Leases.

2.1.6 All rights, powers and privileges of Mortgagee herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and Mortgagor shall not take any action under the Leases or otherwise which is inconsistent with this Mortgage or any of the terms hereof and any such action inconsistent herewith or therewith shall be void. Mortgagor shall, from time to time, upon request of Mortgagee, execute all instruments and further assurances and all supplemental instruments and take all such action as Mortgagee from time to time may reasonably request in order to perfect, preserve and protect the interests intended to be assigned to Mortgagee hereby.

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2.1.7 Mortgagor shall not, unilaterally or by agreement, subordinate, amend, modify, extend, discharge, terminate, surrender, waive or otherwise change any term of any of the Leases in any manner which would violate this Mortgage. If the Leases shall be amended as permitted hereby, they shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

2.1.8 Nothing contained herein shall operate or be construed to (i) obligate Mortgagee to perform any of the terms, covenants or conditions contained in the Leases or otherwise to impose any obligation upon Mortgagee with respect to the Leases (including, without limitation, any obligation arising out of any covenant of quiet enjoyment contained in the Leases in the event that any tenant under a Lease shall have been joined as a party defendant in any action by which the estate of such tenant shall be terminated) or (ii) place upon Mortgagee any responsibility for the operation, control, care, management or repair of the Premises.

SECTION 2.2 Security Interest in Personal Property.

2.2.1 This Mortgage shall constitute a security agreement and shall create and evidence a security interest or common law Lien in all the Equipment and in all the other items of Mortgaged Property in which a security interest may be granted or a common law pledge created pursuant to the Uniform Commercial Code as in effect in the state in which the Premises are located or under the common law in such state (collectively, "Personal Property"). The Mortgagor is the record owner of the real estate on which all fixtures constituting or to become the Mortgaged Property are or will be located and, as such, this Mortgage constitutes a financing statement and is filed as a fixture filing pursuant to such Uniform Commercial Code.

2.2.2 Upon the occurrence and during the continuance of any Event of Default, in addition to the remedies set forth in Article III, Mortgagee shall have the power to sell the Personal Property in accordance with the Uniform Commercial Code as enacted in the state in which the Premises are located or under other applicable law. It shall not be necessary that any Personal Property offered be physically present at any such sale or constructively in the possession of Mortgagee or the person conducting the sale.

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2.2.3 Upon the occurrence and during the continuance of any Event of Default, Mortgagee may sell the Personal Property or any part thereof at public or private sale with notice to Mortgagor as hereinafter provided. The Proceeds of any such sale, after deducting all expenses of Mortgagee in taking, storing, repairing and selling the Personal Property (including, without limitation, reasonable attorneys' fees and expenses) shall be applied in the manner set forth in subsection 3.2.3. At any sale, public or private, of the Personal Property or any part thereof, Mortgagee may purchase any or all of the Personal Property offered at such sale.

2.2.4 Mortgagee shall give Mortgagor reasonable notice of any sale of any of the Personal Property pursuant to the provisions of this Section 2.2. Notwithstanding the provisions of Section 5.2, any such notice shall conclusively be deemed to be reasonable and effective if such notice is mailed at least ten (10) days prior to any sale, by certified or registered or express mail, postage prepaid, return receipt requested, to Mortgagor at its address determined in accordance with the provisions of Section 5.2.

ARTICLE III

EVENTS OF DEFAULT AND REMEDIES

SECTION 3.1 Remedies in Case of an Event of Default. If an Event of Default (as defined in the Indenture) shall have occurred and be continuing, Mortgagee may, but shall not be obligated to, in addition to any other action permitted by law (and not limited in any manner by the remedies contained in the Notes and the Indenture), take one or more of the following actions:

3.1.1 by written notice to Mortgagor delivered in accordance with Section 6.2 of the Indenture, declare the entire principal amount of the Secured Obligations to be due and payable immediately;

3.1.2 personally, or by its agents or attorneys, (i) enter into and upon all or any part of the Mortgaged Property and exclude Mortgagor, its agents and servants wholly therefrom, (ii) use, operate, manage and control the Premises and the Equipment and conduct the business thereof, (iii) maintain and restore the Mortgaged Property, (iv) make all reasonably necessary or proper repairs, renewals and replacements and such useful Alterations thereto and thereon as

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Mortgagee may deem advisable and consistent with sound management practices, (v) manage, lease and operate the Mortgaged Property and carry on the business thereof and exercise all rights and powers of Mortgagor with respect thereto either in the name of Mortgagor or otherwise, or (vi) collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Property and any or every part thereof and apply the same as herein provided;

3.1.3 with or without entry, personally or by its agents or attorneys, (i) to the extent permitted by applicable law, sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein at one or more sales in one or more parcels, in accordance with the provisions of Section 3.2 or (ii) institute and prosecute proceedings for the complete or partial foreclosure of the Lien and security interests created and evidenced hereby; or

3.1.4 take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Indenture, the Notes and any other document evidencing or securing the Secured Obligations or in aid of the execution of any power granted in this Mortgage, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Mortgagee shall elect.

SECTION 3.2 Sale of Mortgaged Property if Event of Default Occurs; Proceeds of Sale.

3.2.1 If any Event of Default shall have occurred, Mortgagee may institute an action to foreclose this Mortgage or take such other action as may be permitted and available to Mortgagee at law or in equity for the enforcement of the Indenture and the Notes and realization on the Mortgaged Property and proceeds thereon through power of sale or to final judgment and execution thereof for the Secured Obligations, and in furtherance thereof Mortgagee may sell the Mortgaged Property at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law or statute or in equity. Mortgagee may execute and deliver to the purchaser at such sale a conveyance of the Mortgaged Property in fee simple and an assignment or conveyance of all Mortgagor's interest in the Leases and the Mortgaged Property, each of which conveyances and assignments shall contain recitals as to the Event of

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Default upon which the execution of the power of sale herein granted depends and Mortgagor hereby constitutes and appoints Mortgagee the true and lawful attorney-in-fact of Mortgagor to make any such recitals, sale, assignment and conveyance, and all of the acts of Mortgagee as such attorney-in-fact are hereby ratified and confirmed. Mortgagor agrees that such recitals shall be binding and conclusive upon Mortgagor and that any assignment or conveyance to be made by Mortgagee shall divest Mortgagor of all right, title, interest, equity and right of redemption, including any statutory redemption, in and to the Mortgaged Property. The power and agency hereby granted are coupled with an interest and are irrevocable by death or dissolution, or otherwise, and are in addition to any and all other remedies which Mortgagee may have hereunder, at law or in equity. So long as the Secured Obligations, or any part thereof, remain unpaid, Mortgagor agrees that possession of the Mortgaged Property by Mortgagor, or any person claiming under Mortgagor, shall be as tenant and, in case of a sale under power or upon foreclosure as provided in this Mortgage, Mortgagor and any person in possession under Mortgagor, as to whose interest such sale was not made subject, shall, at the option of the purchaser at such sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over. In case of any sale under this Mortgage by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels in such manner or order as Mortgagee in its sole discretion may elect. One or more exercises of powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or all amounts secured hereby are paid in full.

3.2.2 In the event of any sale made under or by virtue of this Article III, the entire principal of and interest in respect of the Secured Obligations, if not previously due and payable, shall, at the option of Mortgagee, immediately become due and payable, anything in this Mortgage to the contrary notwithstanding.

3.2.3 The proceeds of any sale made under or by virtue of this Article III, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Article III or otherwise, shall be applied in accordance with the provisions of the Indenture.

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3.2.4 Mortgagee may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Article III and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts outstanding to Mortgagee whether or not then due and owing in respect of the Secured Obligations, after deducting from the sales price the expense of the sale and the reasonable costs of the action or proceedings and any other sums that Mortgagee is authorized to deduct under this Mortgage.

3.2.5 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 Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

SECTION 3.2 Additional Remedies in Case of an Event of Default.

3.3.1 Mortgagee shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions of this Mortgage, and the right of Mortgagee to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions of this mortgage, or the foreclosure of, or absolute conveyance pursuant to, this Mortgage.

3.3.2 Any recovery of any judgment by Mortgagee and any levy of any execution under any judgment upon the Mortgaged Property shall not affect in any manner or to any extent the Lien and security interest created and evidenced hereby upon the Mortgaged Property or any part thereof, or any conveyances, powers, rights and remedies of Mortgagee hereunder, but such conveyances, powers, rights and remedies shall continue unimpaired as before.

3.3.3 Any moneys collected by Mortgagee under this Section 3.3 shall be applied in accordance with the provisions of subsection 3.2.1.

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SECTION 3.4 Legal Proceedings After an Event of Default.

3.4.1 After the occurrence of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the Secured Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions of this Mortgage or of any other proceedings in aid of the enforcement of this Mortgage, Mortgagor shall enter its voluntary appearance in such action, suit or proceeding.

3.4.2 Upon the occurrence and during the continuance of an Event of Default, Mortgagee shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the Secured Obligations or any part thereof to be due and payable, to the appointment of a receiver or other custodian ex parte and without giving notice to any party and without regard to the adequacy or inadequacy of any security for the Secured Obligations or the solvency or insolvency of any person or entity then legally or equitably liable for the Secured Obligations or any portion thereof. Mortgagor hereby consents to the appointment of such receiver. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Indenture to Mortgagee.

3.4.3 Mortgagor shall not (i) at any time insist upon or plead or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Mortgage, (ii) claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Mortgage, or pursuant to any decree, judgment or order of any court of competent jurisdiction or (iii) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. To the extent permitted by applicable law, Mortgagor

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hereby expressly (i) waives all benefit or advantage of any such law or laws, including, without limitation, any statute of limitations applicable to this Mortgage, (ii) waives and Mortgagee by acceptance of this Mortgage waives any and all rights to trial by jury in any action or proceeding related to the enforcement of this Mortgage, (iii) waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in connection with this Mortgage and further waives and agrees not to plead that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and (iv) covenants not to hinder, delay or impede the execution of any power granted or delegated to Mortgagee by this Mortgage, but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. Mortgagor, for itself and all who may claim under it, waives all rights to have the Mortgaged Property marshalled on any foreclosure of this Mortgage.

SECTION 3.5 Remedies Not Exclusive. No remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Mortgage or now or hereafter existing at law or in equity. Any delay or omission of Mortgagee to exercise any right or power accruing on any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. Every power and remedy given by this Mortgage may be exercised from time to time concurrently or independently, when and as often as may be deemed expedient by Mortgagee in such order and manner as Mortgagee, in its sole discretion, may elect. If Mortgagee accepts any moneys required to be paid by Mortgagor under this Mortgage after the same become due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Mortgage or to declare an Event of Default with regard to subsequent defaults. If Mortgagee accepts any moneys required to be paid by Mortgagor under this Mortgage in an amount less than the sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's failure to pay the entire sum then due shall be and continue to be a default hereunder notwithstanding acceptance of such amount on account.

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ARTICLE IV

CERTAIN DEFINITIONS

The following terms shall have the following respective meanings:

"Additional Undertaking" means (a) cash or Cash Equivalents or (b) a Surety Bond, Guaranty or Letter of Credit which is provided by a Person whose long-term unsecured debt is rated at least AA (or equivalent) by each Rating Agency. Additional Undertakings shall be addressed directly to Mortgagee and shall name Mortgagee as the beneficiary thereof and the party entitled to make claims thereunder.

"Cost of Construction" means the sum, so far as it relates to the reconstructing, renewing, restoring or replacing of the Improvements, of (i) obligations incurred or assumed by Mortgagor or undertaken by tenants pursuant to the terms of the Leases for labor, materials and other expenses and to contractors, builders and materialmen; (ii) the cost of contract bonds and of insurance of all kinds that may reasonably be deemed by Mortgagor to be necessary during the course of construction; (iii) the expenses incurred or assumed by Mortgagor (or tenant under the Lease performing such Restoration) for test borings, surveys, estimates, any Plans and Specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary for proper construction; and (iv) any costs or other charges in connection with obtaining title insurance and counsel opinions that may be reasonably required or necessary in connection with a Restoration.

"Guaranty" means the unconditional guarantee of payment of any corporation or partnership organized and existing under the laws of the United States of America or any State or the District of Columbia or Canada or province thereof that has a long-term unsecured debt rating (as determined by each Rating Agency) at the time such guarantee is delivered equal to or higher than the then current rating of the Notes, given to Mortgagee, accompanied by an opinion of counsel to such guarantor to the effect that such guarantee has been duly authorized, executed and delivered by such guarantor and constitutes the legal, valid and binding obligation of such guarantor enforceable against such guarantor by Mortgagee in accordance with its terms subject to customary exceptions at the time for opinions for such instruments.

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"Letter of Credit" means a clean, irrevocable, unconditional letter of credit in favor of Mortgagee and entitling Mortgagee to draw thereon in The City of New York issued by a bank with a letter of credit evaluation determined by each Rating Agency, at the time such letter of credit is delivered, in one of the three highest generic rating categories of such Rating Agency.

"Rating Agency" means Standard & Poor's Corporation, if such Person shall then be rating corporate obligations, and Moody's Investors Service, Inc., if such Person shall then be rating corporate obligations, or, if neither such Person shall be rating corporate obligations, then any other organization of generally recognized standing, selected by Mortgagee.

"rated or rating" in connection with long-term unsecured debt, means that the Person in question has, or has been determined to be qualified for, the rating in question by the Rating Agency.

"Surety Bond" means a clean irrevocable surety bond or credit insurance policy in favor of Mortgagee issued by an insurance company the claims paying ability rating of which at the time such surety bond or credit insurance policy is delivered is in one of the three highest generic rating categories of each Rating Agency, accompanied by an opinion of counsel to such insurance company to the effect that such surety bond or credit insurance policy has been duly authorized, executed and delivered by such insurance company and constitutes the legal, valid and binding obligation of such insurance company enforceable against such insurance company by Mortgagee in accordance with its terms subject to customary exceptions at the time for opinions for such instruments.

ARTICLE V

MISCELLANEOUS

SECTION 5.1 Severability. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. The invalidity of any provision of this Mortgage in any one jurisdiction shall not affect or impair in any manner the

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validity of such provision in any other jurisdiction. All rights, powers and remedies provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary in order that same will not render this Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

SECTION 5.2 Notices. Unless otherwise provided herein or in the Indenture, any notice or other communication herein shall be given in the manner and at the address set forth in the Indenture, or as to any party at such other address as shall be designated by such party in a written notice to the other party.

SECTION 5.3 Covenants To Run with the Land. All of the grants, covenants, terms, provisions and conditions in this Mortgage shall run with the land and shall apply to, and bind the successors and assigns of Mortgagor.

SECTION 5.4 Captions; Gender and Number. The captions and section headings of this Mortgage are for convenience only and are not to be used to define the provisions hereof. All terms contained herein shall be construed, whenever the context of this Mortgage requires, so that the singular includes the plural and so that the masculine includes the feminine.

SECTION 5.5 Limitation on Interest Payable. It is the intention of the parties to conform strictly to the usury laws, whether state or federal, that are applicable to the transaction of which this Mortgage is a part. All agreements between Mortgagor and the Mortgagee, whether now existing or hereafter arising and whether oral or written, are hereby expressly limited so that in no contingency or event whatsoever shall the amount paid or agreed to be paid by Mortgagor for the use, forbearance or detention of the money to be loaned or advanced under the Indenture or any related document, or for the payment or performance of any covenant or obligation contained herein or in the Indenture, exceeds the maximum amount permissible under applicable federal or state usury laws. If under any circumstances whatsoever fulfillment of any such provision, at the time performance of such provision shall be due, shall involve exceeding the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity. If under any circumstances Mortgagor shall have paid an amount deemed interest by applicable

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law, which would exceed the highest lawful rate, such amount that would be excessive interest under applicable usury laws shall be applied to the reduction of the principal amount owing in respect of the Secured Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal and any other amounts due hereunder, the excess shall be refunded to Mortgagor. All sums paid or agreed to be paid for the use, forbearance or detention of the principal under any extension of credit or advancement of funds by Mortgagee shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, prorated, allocated and spread from the date of this Mortgage until payment in full of the Secured Obligations so that the actual rate of interest on account of such principal amounts is uniform throughout the term hereof.

SECTION 5.6 Indemnification; Reimbursement. Each and every obligation of Mortgagor to indemnify and hold harmless the Mortgagee, as trustee under the Indenture, contained in Article VII of the Indenture is incorporated herein mutatis mutandis as an obligation of Mortgagor hereunder to indemnify Mortgagee and the officers, directors, employees, agents and affiliates of Mortgagee (each, an "Indemnified Party") in each and every matter relating to or arising out of this Mortgage and the Mortgaged Property. If any action or proceeding, including, without limitation, bankruptcy or insolvency proceedings, is commenced to which action or proceeding Mortgagee is made a party or in which it becomes necessary to defend or uphold the Lien or validity of this Mortgage, Mortgagor shall, upon demand, reimburse Mortgagee for all expenses (including, without limitation, attorneys' fees and disbursements) incurred by Mortgagee in such action or proceeding. In any action or proceeding to foreclose this Mortgage or to recover or collect the Secured Obligations, the provisions of law relating to the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant. Mortgagor's obligations under this Section 5.6 shall survive the satisfaction of this Mortgage and the discharge of Mortgagor's other obligations hereunder.

SECTION 5.7 Choice of Law. The terms and provisions of this Mortgage and the enforcement hereof shall be governed by and construed in accordance with the laws of the state where the Land is located.

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SECTION 5.8 Changes in Writing. This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an instrument in writing executed in accordance with the Indenture and signed by (i) Mortgagor, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagor, and (ii) Mortgagee, to the extent any modification, amendment, discharge or waiver is sought to be enforced against Mortgagee.

SECTION 5.9 No Merger. The rights and estate created by this Mortgage shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by Mortgagee unless Mortgagee shall have consented to such merger in writing.

SECTION 5.10 Concerning Mortgagee.

5.10.1 Mortgagee shall be entitled to rely upon any written notice, statement, certificate, order or other document believed by it to be genuine and correct and to have been signed, sent or made by the proper person, and, with respect to all matters pertaining to this Mortgage and its duties hereunder, upon advice of counsel selected by it.

5.10.2 Mortgagor shall recognize as the mortgagee under this instrument any party who has succeeded to the interest of Mortgagee under the Indenture.

5.10.3 If any item of Mortgaged Property also constitutes collateral granted to Mortgagee under any other mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions of this Mortgage and the provisions of such other mortgage, security agreement, pledge or instrument of any type in respect of such collateral, Mortgagee, in its sole discretion, shall select which provision or provisions shall control.

5.10.4 Mortgagee may resign from the performance of all its functions and duties hereunder at any time by giving ten (10) days' prior written notice to Mortgagor. Such resignation shall take effect upon the appointment of a successor Mortgagee pursuant to the provisions of the Indenture.

SECTION 5.11 Waiver of Stay.

5.11.1 Mortgagor agrees that in the event that Mortgagor or any property or assets of Mortgagor shall

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hereafter become the subject of a voluntary or involuntary proceeding under the Bankruptcy Code or Mortgagor shall otherwise be a party to any federal or state bankruptcy, insolvency, moratorium or similar proceeding to which the provisions relating to the automatic stay under Section 362 of the Bankruptcy Code or any similar provision in any such law is applicable, then, in any such case, whether or not Mortgagee has commenced foreclosure proceedings under this Mortgage, to the extent permitted by applicable law, Mortgagee shall be entitled to relief from any such automatic stay as it relates to the exercise of any of the rights and remedies (including, without limitation, any foreclosure proceedings) available to Mortgagee as provided in this Mortgage or in any other document evidencing or securing the Secured Obligations.

5.11.2 Mortgagee shall have the right to petition or move any court having jurisdiction over any proceeding described in subsection 5.11.1 for the purposes provided therein, and Mortgagor agrees (i) not to oppose any such petition or motion and, (ii) at Mortgagor's sole cost and expense, to assist and cooperate with Mortgagee, as may be requested by Mortgagee from time to time, in obtaining any relief requested by Mortgagee, including, without limitation, by filing any such petitions, supplemental petitions, requests for relief, documents, instruments or other items from time to time requested by Mortgagee or any such court.

SECTION 5.12 No Credit for Payment of Taxes or Impositions. Mortgagor shall not be entitled to any credit against the principal, premium, if any, or interest payable on the Notes, and Mortgagor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof by reason of the payment of any tax or other impositions on the Mortgaged Property or any part thereof.

SECTION 5.13 Stamp and Other Taxes. Subject to the provisions of subsection 1.5.5 relating to permitted contests, Mortgagor shall pay any United States documentary stamp taxes, with interest and fines and penalties, and any mortgage recording (but not registration) taxes or fees, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason of this Mortgage or the Secured Obligations or any instrument or transaction affecting or relating to either thereof and in default thereof Mortgagee may advance the same and the amount so advanced shall be payable by Mortgagor to Mortgagee within ten (10) days after

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demand therefor, together with interest thereon at the Default Rate.

SECTION 5.14 Estoppel Certificates. Mortgagor and Mortgagee shall each, from time to time, upon twenty (20) days' prior written request by the other party, execute, acknowledge and deliver to such party a certificate signed by an authorized officer or officers stating that this Mortgage and the other Documents are unmodified and in full force and effect (or, if there have been modifications, that this Mortgage and such other Documents, as applicable, are in full force and effect as modified and setting forth such modifications) and stating the date to which payments have been made in respect of the Secured Obligations.

SECTION 5.15 Additional Security. Without notice to or consent of Mortgagor and without impairment of the Lien and rights created by this Mortgage, Mortgagee may accept (but Mortgagor shall not be obligated to furnish) from Mortgagor or from any other Person or Persons, additional security for the Secured Obligations. Neither the giving of this Mortgage nor the acceptance of any such additional security shall prevent Mortgagee from resorting, first, to such additional security, and, second, to the security created by this Mortgage without affecting Mortgagee's Lien and rights under this Mortgage.

SECTION 5.16 Release. The Lien of this Mortgage shall be released from the Mortgaged Property in accordance with the provisions of the Indenture. Mortgagee, on the written request and at the expense of Mortgagor, will execute and deliver such proper instruments of release and satisfaction or assignment as may reasonably be requested to evidence such release or assignment, and any such instrument, when duly executed by Mortgagee and duly recorded by Mortgagor in the places where this Mortgage is recorded, shall conclusively evidence the release or assignment of this Mortgage.

SECTION 5.17 Expenses of Collection. In the event this Mortgage or any other instrument evidencing the Secured Obligations is placed in the hands of counsel for collection of any amount payable hereunder or thereunder or for the enforcement of any of the provisions hereof or thereof, Mortgagor agrees to pay all costs associated therewith actually and reasonably incurred by Mortgagee, either with or without the institution of an action, suit or other proceeding, in addition to all costs, disbursements and allowances provided by law, all such costs to be paid upon demand, together with interest

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thereon at the Default Rate from the date of notice or incurring thereof, and the same shall be deemed to be secured hereby.

SECTION 5.18 Business Days. In the event any time period or any date provided in this Mortgage ends or falls on a day other than a Business Day, then such time period shall be deemed to end and such date shall be deemed to fall on the next succeeding Business Day, and performance herein may be made on such Business Day, with the same force and effect as if made on such other day.

SECTION 5.19 Maximum Amount of Indebtedness. The maximum amount of indebtedness secured by this Mortgage is \$200,000,000 plus interest and premium, if any, and plus default interest, if any, plus any disbursements for the payment of taxes and insurance on the Premises, plus interest thereon, and any other sums advanced in accordance with the terms hereof or any of the other Documents to protect the security of this Mortgage or any of the other Documents plus default interest thereon, if any.

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IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the date first written above.

REPUBLIC ENGINEERED STEELS, INC.,
Mortgagor)

By: _____

Name: James B. Riley

Title: Executive Vice President

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STATE OF OHIO)
): SS.:
COUNTY OF STARK)

I, JAMES D. DONOHUE, a Notary Public in and for the State of Ohio, do hereby certify that on the 16th day of December, 1993, James B. Riley as Executive Vice President of Republic Engineered Steels, Inc., personally known to me to be the person whose name is subscribed to the foregoing instrument and being first duly sworn by me acknowledged that he signed and delivered the foregoing instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

James D. Donohue
Notary Public
James D. Donohue, Attorney-at-Law
Notary Public - State of Ohio
My Commission Has No Expiration
Section 147.02

Printed Name

I am a resident of Stark
County, Ohio.

My commission expires: _____

Cook County Clerk's Office

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[County of Cook, City of Chicago
State of Illinois]

SCHEDULE A

ORDER NO.: 1401 007473442 F2

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1A:

THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE, WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH, 1939 AND SHEET NUMBER 7 DATED MARCH, 1938), TITLED CONTROL SURVEY CALUMET RIVER, AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE AFORESAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 0 DEGREES 23 MINUTES 09 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 0 DEGREES 23 MINUTES 40 SECONDS WEST, 1309.13 FEET TO A MONUMENT; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, A DISTANCE OF 133.70 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE 116.40 FOOT WIDE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE CONTINUING SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, 1928.26 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, ESTABLISHED AS AFORESAID; THENCE NORTH 6 DEGREES 43 MINUTES 53 SECONDS WEST ALONG SAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, 92.90 FEET TO A POINT, THENCE NORTH 85 DEGREES 03 MINUTES 18 SECONDS EAST, 173.49 FEET TO A POINT ON A LINE 15 FEET NORTHWEST OF AND PARALLEL TO THE PREVIOUSLY DESCRIBED LINE DESCRIBED AS SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST; THENCE NORTH 60 DEGREES 55 MINUTES 26 SECONDS EAST ON SAID PARALLEL LINE 1743.09 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 0 DEGREES 23 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID RAILROAD, 17.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 9:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE NEW CHANNEL OF THE CALUMET RIVER AS ESTABLISHED BY THE UNITED STATES GOVERNMENT AND NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 AND WEST OF THE CENTER LINE OF A STRIP OF LAND DESIGNATED ON THE PLAT OF FRISBIE'S ADDITION TO CARONDOLET AVENUE (NOW VACATED) BEING THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 (EXCEPT THAT PART NORTHERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 1309.13 FEET TO A MONUMENT BEING THE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST TO A POINT ON THE EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, IN COOK COUNTY, ILLINOIS

PARCEL 10:

ALL OF BLOCKS 3 TO 10, BOTH INCLUSIVE, INCLUDING ALL OF THE STREETS AND ALLEYS ADJOINING AND ACCRUING TO SAID BLOCKS, IN INDIAN RIDGE, BEING A SUBDIVISION OF 40

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SCHEDULE A (CONTINUED)

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ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1869 AS DOCUMENT 26596 (EXCEPTING FROM SAID PREMISES THAT PART LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET, NOW VACATED, AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 1309.13 FEET TO A MONUMENT BEING THE POINT OF BEGINNING OF SAID LINE; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 19 AFORESAID; ALSO, EXCEPT THAT PART CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED RECORDED JUNE 29, 1945 AS DOCUMENT NUMBER 13540700 AND DESCRIBED AS FOLLOWS:

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:, TO WIT:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED) NORTH OF 118TH STREET WITH A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID, THENCE SOUTH 00 DEGREES 00 MINUTES 33 SECONDS WEST ALONG THE EAST LINE OF THE WEST 28.60 FEET OF SAID SOUTH BURLEY AVENUE (NOW VACATED) 965.74 FEET TO A POINT ON THE EAST-WEST CENTER LINE OF SECTION 19 AFORESAID; THENCE NORTH 89 DEGREES 09 MINUTES 57 SECONDS WEST ALONG SAID EAST-WEST CENTER LINE OF SECTION 19, 0 () FEET TO THE INTERSECTION OF THE WEST LINE OF SOUTH BURLEY AVENUE (SOUTH OF 118TH STREET) WITH SAID CENTER LINE OF SECTION 19; THENCE SOUTH 00 DEGREES 23 MINUTES 09 SECONDS EAST 371.98 FEET ALONG THE WEST LINE OF SOUTH BURLEY AVENUE (SOUTH OF EAST 118TH STREET) TO A POINT, SAID POINT BEING ALSO ON THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY, WHICH RIGHT OF WAY LINE FROM THE LAST DESCRIBED POINT SOUTH IS COINCIDENTAL WITH SAID WEST LINE OF SOUTH BURLEY AVENUE, THENCE NORTHWESTERLY ALONG A CURVED LINE OF RADIUS OF 1960.08 FEET, CONVEX TO THE NORTH EAST AN ARC DISTANCE OF 375.02 FEET TO A POINT ON THE EAST-WEST CENTER LINE OF SECTION 19 AFORESAID (SAID CURVED LINE BEING THE EASTERLY LINE OF THE TRACT OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DOCUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON OCTOBER 6, 1919 AS DOCUMENT NUMBER 6639376); THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE OF RADIUS OF 1960.08 FEET CONVEX TO THE NORTHEAST AN ARC DISTANCE OF 235.74 FEET TO A POINT OF TANGENT; THENCE NORTH 14 DEGREES 14 MINUTES 21 SECONDS WEST TANGENTIAL TO THE LAST DESCRIBED CURVED LINE 12.84 FEET TO A POINT, WHICH POINT IS 100.93 FEET WEST MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NORTH OF 118TH STREET); THENCE NORTH 00 DEGREES 00 MINUTES 33 SECONDS EAST 726.52 FEET TO A POINT ON A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID; THENCE NORTH 89 DEGREES 16 MINUTES 08 SECONDS WEST ALONG SAID LINE 1683 0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SECTION 19 AFORESAID, 15 47 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 340.27 FEET TO A POINT, THENCE NORTH 60 DEGREES 53 MINUTES 30 SECONDS EAST 133.70 FEET TO A MONUMENT; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST 406.80 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

PARCEL 11:

THAT PART OF THE NORTH 1204.34 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET

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SCHEDULE A (CONTINUED)

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RIVER AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH, 1939 AND SHEETS NUMBER 7 AND 8 DATED MARCH, 1938), TITLED CONTROL SURVEY CALUMET RIVER, AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 1192.98 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL 1/4 SECTION; THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66.00 FOOT STREET DEDICATED BY PLAT FILED FOR RECORD IN THE RECORDER'S OFFICE JULY 2, 1897 AS DOCUMENT NUMBER 2559671, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE LINE HEREINABOVE REFERRED TO; THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ALONG SAID LINE A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED), IN COOK COUNTY, ILLINOIS

PARCEL 12A:

THAT PART OF LOT 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SECTION 19 AND A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19; THENCE SOUTH 00 DEGREES 14 MINUTES 59 SECONDS WEST ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 19, 152.50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 6 (SAID LINE BEING PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19), 1355.71 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EASTERLY BOUNDARY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13047028, SAID EASTERLY BOUNDARY LINE PROJECTED SOUTHERLY BEING COMMON WITH THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DEFENSE PLANT CORPORATION TO SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED JUNE 2, 1945 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13540700; THENCE NORTH 00 DEGREES 23 MINUTES 40 SECONDS EAST (ON THE LAST DESCRIBED EASTERLY BOUNDARY LINE PROJECTED SOUTHERLY), 152.50 FEET TO A POINT ON A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE, 1355.33 FEET TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THE EAST 65 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS

PARCEL 14:

A PERPETUAL EASEMENT AND RIGHT OF WAY IN FAVOR OF PARCELS 1A, 9, 10, 11, A PORTION OF PARCEL 29A, PARCEL 29B AND OTHER PROPERTY NOT NOW IN QUESTION FOR ALL FACILITIES NECESSARY OR DESIRABLE FOR THE OPERATION OF A PLANT LOCATED ON SAID LAND, AS RESERVED IN A DEED DATED JUNE 2, 1945 AND RECORDED JUNE 29, 1945 AS DOCUMENT NUMBER 13540700, OVER THE REAL ESTATE CONVEYED IN SAID INSTRUMENT, IN COOK COUNTY, ILLINOIS

PARCEL 15A:

THAT PART OF SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY LYING IN THE EAST 1/2 OF FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS
COMMENCING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID

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POINT IS AT 1192.98 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SAID FRACTIONAL QUARTER SECTION, THENCE NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ON A LINE 100.00 FEET WEST OF AND PARALLEL WITH THE WESTERLY LINE OF THE 66.00 FOOT STREET DEDICATED BY PLAT FILED FOR RECORD IN THE RECORDER'S OFFICE JULY 2, 1897 AS DOCUMENT NUMBER 2559611, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 22 MINUTES 55 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 2612.22 FEET TO THE NORTH LINE OF THE SOUTHEAST FRACTIONAL QUARTER OF SAID SECTION 19, SAID POINT BEING ON A LINE 100.93 FEET WEST OF THE EAST LINE OF THE WEST 28.60 FEET OF SOUTH BURLEY AVENUE (NOW VACATED), THENCE NORTH 0 DEGREES 00 MINUTES 41 SECONDS EAST ON A LINE WHICH IS 100.93 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 28.60 FEET OF BURLEY AVENUE, (NOW VACATED), A DISTANCE OF 965.57 FEET TO A POINT ON A LINE WHICH IS 1683.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 19; THENCE NORTH 89 DEGREES 16 MINUTES 08 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 15.47 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 44 SECONDS EAST A DISTANCE OF 75.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ON A CURVED LINE, HAVING A RADIUS OF 992.93 FEET CONVEX TO THE SOUTHEAST, HAVING A CHORD BEARING OF NORTH 10 DEGREES 35 MINUTES 53 SECONDS EAST AND A CHORD DISTANCE OF 355.29 FEET AN ARC DISTANCE OF 357.21 FEET TO A POINT OF TANGENT; THENCE NORTH 00 DEGREES 17 MINUTES 31 SECONDS EAST TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 22.00 FEET TO A POINT ON A LINE WHICH IS 1236.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST ON THE LAST DESCRIBED LINE, A DISTANCE OF 22.50 FEET TO A POINT 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE SOUTH 0 DEGREES 17 MINUTES 31 SECONDS WEST ON A LINE 7.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK (SAID TRACK BEING THE MOST EASTERLY TRACK), A DISTANCE OF 147.00 FEET TO A POINT ON A LINE WHICH IS 1683.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE SOUTH 0 DEGREES 24 MINUTES 19 SECONDS EAST A DISTANCE OF 965.72 FEET ON A LINE 7.00 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF THE MOST EASTERLY TRACK TO A POINT ON THE EAST-WEST CENTER LINE OF SAID SECTION 19; THENCE SOUTH 0 DEGREES 23 MINUTES 35 SECONDS EAST A DISTANCE OF 2612.60 FEET TO A POINT ON A LINE 33.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AND 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTH 88 DEGREES 53 MINUTES 30 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 78.32 FEET TO THE POINT OF BEGINNING. (EXCEPTING THEREFROM THAT PART OF SAID RAILROAD BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19 AND THE EAST LINE OF THE HERETOFORE DESCRIBED PARCEL, SAID POINT BEING ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON SAID LINE 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 11.41 FEET TO A POINT ON A LINE 15.00 FEET NORTHWEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13047028; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST ON SAID LINE 15.0 FEET NORTHWEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL "A", 13.31 FEET TO A POINT ON A CURVED LINE BEING THE WESTERLY LINE OF THE HERETOFORE DESCRIBED PARCEL; THENCE NORTHERLY ON SAID WESTERLY LINE BEING A CURVED LINE CONVEX TO THE EAST, HAVING A RADIUS OF 992.93 FEET, A CHORD BEARING OF NORTH 1 DEGREE 14 MINUTES 11 SECONDS EAST, A CHORD DISTANCE OF 31.61 FEET, AN ARC DISTANCE OF 31.62 FEET TO A POINT OF TANGENT; THENCE NORTH 0 DEGREES 19 MINUTES 47 SECONDS EAST TANGENT TO THE LAST DESCRIBED

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CURVE, A DISTANCE OF 22.0 FEET, (SAID TANGENT LINE BEING COMMON WITH THE HERETOFORE DESCRIBED TANGENT LINE DESCRIBED AS NORTH 0 DEGREES 17 MINUTES 31 SECONDS EAST AND A DISTANCE OF 22.0 FEET), (THE FOLLOWING TWO COURSES BEING COMMON WITH THE HERETOFORE DESCRIBED LINES AND DISTANCES) TO A POINT ON A LINE WHICH IS 1236.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST FRACTIONAL 1/4 OF SAID SECTION 19; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE, 22.50 FEET TO A POINT 7.0 FEET WEST OF THE CENTER LINE OF AN EXISTING TRACK; THENCE SOUTH 0 DEGREES 19 MINUTES 24 SECONDS WEST ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACK, 46.96 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

PARCEL 17:

(A) LOTS 1 TO 12 IN BLOCK 1;
(B) LOTS 1 TO 24 IN BLOCK 2; AND
(C) LOTS 3, 5 TO 8, 15 TO 18, 19 (EXCEPT SOUTH 8 FEET), 29 TO 33, 42 TO 46 AND THE SOUTH 1/2 OF LOT 47 IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOTS 1 TO 5 IN RESUBDIVISION OF THE SOUTH 8 FEET OF LOT 19 AND ALL OF LOTS 20 TO 24 IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18A:

LOTS 1 TO 65 BOTH INCLUSIVE (EXCEPTING THEREFROM THOSE PARTS DESCRIBED AS FOLLOWS:: THE EAST 32 FEET OF LOTS 1 TO 8 BOTH INCLUSIVE AND THAT PART OF LOT 8 DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 8 DISTANT 80 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 21.213 FEET TO A POINT LYING 15 FEET NORMALLY DISTANT NORTH OF THE AFORESAID SOUTH LINE OF LOT 8 AND 65 FEET NORMALLY DISTANT WEST OF THE AFORESAID EAST LINE OF SECTION 19; THENCE SOUTH PARALLEL WITH THE SAID EAST LINE A DISTANCE OF 15 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 8; THENCE WEST ALONG SAID SOUTH LOT LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT THE EAST 32 FEET OF LOTS 9 TO 13 INCLUSIVE AND THAT PART OF LOT 9 DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 9 DISTANT 65 FEET WEST OF (AS MEASURED AT RIGHT ANGLES TO) THE EAST LINE OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE WEST ALONG THE SAID NORTH LINE OF LOT 9 A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 21.213 FEET TO A POINT LYING 15 FEET NORMALLY DISTANT SOUTH OF THE AFORESAID NORTH LINE OF LOT 9 AND 65 FEET NORMALLY DISTANT WEST OF THE EAST LINE OF SAID SECTION 19; THENCE NORTH PARALLEL WITH THE SAID EAST LINE A DISTANCE OF 15 FEET TO THE POINT OF BEGINNING) IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, (AND ALSO EXCEPTING THAT PART, IF ANY, LYING NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SAID LOTS 1, 26, 27, 52 AND 53)

PARCEL 18B:

LOT 9 (EXCEPT THE NORTH 16 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 9, 23 FEET SOUTH OF THE NORTH LINE

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OF SAID LOT, THENCE NORTH 7 FEET ON THE WEST LINE OF SAID LOT, THENCE EAST 7 FEET ON THE SOUTH LINE OF NORTH 16 FEET OF LOT 8, THENCE SOUTHWESTERLY TO THE POINT OF BEGINNING, AS DEDICATED FOR ALLEY BY DOCUMENT 11279600) AND ALL OF LOTS 10 TO 14 BOTH INCLUSIVE, LOT 34 (EXCEPT THE SOUTH 16 FEET THEREOF AND THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 34, THENCE SOUTH ON THE EAST LINE OF SAID LOT TO THE NORTH LINE OF THE SOUTH 16 FEET OF SAID LOT, THENCE WEST ON THE NORTH LINE OF THE SOUTH 16 FEET OF SAID LOT, 7 FEET AND THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, AS DEDICATED FOR ALLEY BY DOCUMENT NUMBER 11279600), AND ALL OF LOTS 35 TO 38, BOTH INCLUSIVE, IN BLOCK 11 IN INDIAN RIDGE SUBDIVISION BEING A SUBDIVISION OF 40 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 18C:

LOTS 1 TO 24, BOTH INCLUSIVE, IN BLOCK 12 IN INDIAN RIDGE SUBDIVISION AFORESAID; AND ALL THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 35 TO 39 BOTH INCLUSIVE AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 40 TO 44 BOTH INCLUSIVE IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF THE NORTH AND SOUTH 15 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 61 TO 65 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFOREMENTIONED AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 1 TO 6 BOTH INCLUSIVE, AND THE NORTH 18 FEET OF LOT 7, ALL IN BLOCK 12 OF INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL OF THAT PART OF THE NORTH AND SOUTH 7 FOOT VACATED ALLEY LYING EAST OF THE SOUTH 7 FEET OF LOT 7 AND LOTS 8 TO 24 BOTH INCLUSIVE, IN BLOCK 12 OF INDIAN RIDGE SUBDIVISION AFOREMENTIONED; ALSO ALL THAT PART OF VACATED MACKINAW AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 40 TO 44 BOTH INCLUSIVE, AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 61 TO 65 BOTH INCLUSIVE ALL IN MEA'S SUBDIVISION AFOREMENTIONED.

PARCEL 18D:

ALL THAT PART OF VACATED GREEN BAY AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 14 TO 18 BOTH INCLUSIVE AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 35 TO 39, BOTH INCLUSIVE, ALL IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO, ALL OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 9 TO 13 AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 14 TO 18 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFORESAID.

PARCEL 18E:

ALL THAT PART OF THE NORTH AND SOUTH 14 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 11 TO 14 BOTH INCLUSIVE AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 35 TO 38 BOTH INCLUSIVE; ALSO A TRIANGULAR PART OF THE NORTH AND SOUTH 14 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOT 10 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10, THENCE WEST 4 FEET ON THE SOUTH LINE OF SAID LOT 10, PRODUCED WEST, THENCE NORTHEASTERLY ON A STRAIGHT LINE TO THE WEST LINE OF SAID LOT 10 TO A POINT 4 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 10 AND THENCE SOUTH 4 FEET TO THE POINT OF BEGINNING, ALL IN BLOCK 11 OF INDIAN RIDGE SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN

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SCHEDULE A (CONTINUED)

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PARCEL 18F:

THAT PART, IF ANY, OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE NORTH LINE OF MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, SOUTH OF THE SOUTH LINE OF LOT 7 OF THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, WEST OF THE WEST LINE OF AVENUE "O" AND EAST OF THE CENTER LINE OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 53 TO 60 BOTH INCLUSIVE, IN MEA'S SUBDIVISION, EXTENDED NORTHERLY.

PARCEL 18G:

THAT PART, IF ANY, OF LOTS 1, 26, 27, 52 AND 53 IN MEA'S SUBDIVISION OF PARTS OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, LYING NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 18H:

THAT PART, IF ANY, OF THE FOLLOWING LYING NORTH OF A LINE PARALLEL TO AND 957 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN:

(A) THE NORTH AND SOUTH 16 FOOT ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 1 TO 8 BOTH INCLUSIVE, AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 19 TO 26 BOTH INCLUSIVE IN MEA'S SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19;

(B) THE NORTH AND SOUTH 16 FOOT ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 27 TO 34 BOTH INCLUSIVE AND EAST OF AND ADJOINING THE EAST LINE OF LOTS 45 TO 52 BOTH INCLUSIVE IN MEA'S SUBDIVISION, AFORESAID;

(C) THE EAST 8 FEET OF THE NORTH AND SOUTH 15 FOOT ALLEY LYING WEST OF AND ADJOINING LOTS 53 TO 60 BOTH INCLUSIVE, IN MEA'S SUBDIVISION AFORESAID AND EAST OF AND ADJOINING LOTS 1 TO 12 BOTH INCLUSIVE IN BLOCK 1 IN INDIAN RIDGE SUBDIVISION, BEING A SUBDIVISION OF 40 ACRES IN THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 19 AFORESAID;

(D) GREEN BAY AVENUE LYING WEST OF AND ADJOINING LOTS 19 TO 26 BOTH INCLUSIVE AND EAST OF AND ADJOINING LOTS 27 TO 34 BOTH INCLUSIVE, IN MEA'S SUBDIVISION AFORESAID;

(E) MACKINAW AVENUE LYING WEST OF AND ADJOINING LOTS 45 TO 52 BOTH INCLUSIVE AND EAST OF AND ADJOINING LOTS 52 TO 60 BOTH INCLUSIVE IN MEA'S SUBDIVISION AFORESAID ALL IN COOK COUNTY, ILLINOIS

PARCEL 19:

THE EAST 880 FEET OF THE SOUTH 462 FEET (EXCEPTING THEREFROM THE SOUTH 33 FEET THEREOF DEDICATED FOR EAST 118TH STREET AND ALSO EXCEPTING THEREFROM THE EAST 33 FEET THEREOF DEDICATED FOR SOUTH AVENUE "O") OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THEREFROM THE WEST 32 FEET OF THE EAST 65 FEET OF THE EAST 880 FEET OF THE NORTH 429 FEET OF THE SOUTH 462 FEET OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS)

PARCEL 21A:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H.

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SCHEDULE A (CONTINUED)

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HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 14 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR THE WIDENING OF BURLEY AVENUE BY DEED DATED SEPTEMBER 29, 1918 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342639 AND SOUTH OF THE SOUTH LINE OF EAST 118TH STREET (EXCEPT THE EAST 50 FEET THEREOF) AND (EXCEPT THE WEST 15 FEET OF EAST 65 FEET OF SOUTH 782.05 FEET OF NORTH 815.05 FEET THEREOF), IN COOK COUNTY, ILLINOIS

PARCEL 21B:

THE NORTH 883.0 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IF SAID 1/4 SECTION WERE SQUARED OUT AS IN DEED FROM CHARLES B. SHEDD AND WIFE TO JOHN H. HARDIN, JAMES C. KIMBERLY AND REGINALD H. HARDIN, TRUSTEES, DATED FEBRUARY 16, 1920 AND RECORDED APRIL 20, 1920 AS DOCUMENT NUMBER 6798311 LYING EAST OF THE 80 FOOT STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR STREET PURPOSES BY DEED DATED SEPTEMBER 29, 1917 AND RECORDED JUNE 17, 1918 AS DOCUMENT NUMBER 6342629 AND RE-RECORDED JULY 2, 1918 AS DOCUMENT NUMBER 6351917, EXCEPT THE LANDS CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED NOVEMBER 28, 1899 AND RECORDED DECEMBER 12, 1899 AS DOCUMENT NUMBER 2907147 AND EXCEPT THE EAST 50 FEET OF THE NORTH 464.005 FEET THEREOF AND EXCEPT THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH IS BOUNDED BY THE FOLLOWING DESCRIBED LINES:

ON THE NORTH BY A LINE SOUTH OF, PARALLEL WITH AND 33 FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE SOUTH BY A LINE SOUTH OF, PARALLEL WITH AND 183 FEET NORMALLY DISTANT FROM THE NORTH LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE EAST BY A LINE EAST OF, PARALLEL WITH AND 247 FEET NORMALLY DISTANT FROM THE WEST LINE OF SAID EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 30; ON THE WEST BY THE EAST RIGHT OF WAY LINE OF SOUTH BURLEY AVENUE, SAID RIGHT OF WAY LINE BEING A CURVED LINE CONCAVE TO THE WEST AND HAVING A RADIUS OF 2040.08 FEET, CONTAINING 0.696% OF AN ACRE, MORE OR LESS, IN COOK COUNTY, ILLINOIS; AND EXCEPT THEREFROM THAT PART OF SECTIONS 29 AND 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST AND NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 75 FEET WEST OF THE EAST LINE OF SAID SECTION 30 AND A DISTANCE OF 464.005 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 30, AS MEASURED ALONG SAID EAST LINE OF SAID SECTION 30; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 2083.483 FEET FOR A DISTANCE OF 814.882 FEET, (SAID CURVE BEING TANGENT TO THE AFORESAID LINE THAT IS 75 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 30 AND ALSO BEING TANGENT TO THE 700 FOOT RADIUS CURVE STATED IN SAID DOCUMENT NUMBER 10690326); THENCE CONTINUING SOUTHEASTERLY ALONG A LINE, TANGENT TO THE 2083.483 FOOT RADIUS CURVE A DISTANCE OF 214.78 FEET MORE OR LESS TO THE NORTHWESTERLY RIGHT OF WAY LINE OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD (PENN CENTRAL).

ALSO EXCEPTION THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND;
BEGINNING IN THE NORTHEAST CORNER OF SAID SECTION 30 (MONUMENT FOUND); THENCE SOUTH 0 DEGREES, 50 MINUTES, 18 SECONDS EAST (BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID SECTION 30, 883.10 FEET; THENCE NORTH 89 DEGREES, 58 MINUTES, 6 SECONDS WEST ALONG A LINE PARALLEL TO AND 883.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 30, 32.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O";

THENCE CONTINUING NORTH 89 DEGREES, 58 MINUTES 6 SECONDS WEST, 200.00 FEET;
THENCE NORTH 0 DEGREES, 50 MINUTES, 18 SECONDS WEST 538.11 FEET;
THENCE NORTH 89 DEGREES, 9 MINUTES, 42 SECONDS EAST 182.49 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O".

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SCHEDULE A (CONTINUED)

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THENCE SOUTH 0 DEGREES, 50 MINUTES 18 SECONDS EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF AVENUE "O", 122.54 FEET;
THENCE ALONG SAID RIGHT-OF-WAY LINE OF AVENUE "O" SOUTH 89 DEGREES, 9 MINUTES, 42 SECONDS WEST, 25.0 FEET;
THENCE 421.47 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE ON THE ARC OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2,083.48 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 6 DEGREES, 38 MINUTES, 0 SECONDS EAST, 420.75 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.16 ACRES, MORE OR LESS, ALL IN COOK COUNTY, ILLINOIS

PARCEL 22:
THE NORTH 475.0 FEET OF THE NORTH 665 FEET OF THE WEST 832 FEET OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE NORTH 33 FEET AND THE WEST 33 FEET THEREOF DEDICATED FOR STREETS BY PLAT OF DEDICATION RECORDED JULY 2, 1897 AS DOCUMENT 2559612, IN COOK COUNTY, ILLINOIS

PARCEL 24A:
THAT PART OF THE NORTHEAST FRACTIONAL 1/4 SECTION OF 30, TOWNSHIP 37 NORTH, RANGE 15 DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF SOUTH LINE OF EAST 122ND STREET (BEING A LINE 33 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE, AND AN EASTWARD EXTENSION THEREOF, OF SAID NORTHEAST FRACTIONAL QUARTER) WITH THE EAST LINE OF THE WEST 898 FEET OF SAID NORTHEAST FRACTIONAL QUARTER AND RUNNING THENCE SOUTH 88 DEGREES 52 MINUTES 49 SECONDS EAST ON THE SOUTH LINE OF EAST 122ND STREET A DISTANCE OF 295.41 FEET TO ITS INTERSECTION WITH A LINE 100 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE PARCEL OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD BY DOCUMENT 6292041; THENCE SOUTH 00 DEGREES 19 MINUTES 21 SECONDS EAST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1.26 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, BEING THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 1860.08 FEET, AN ARC DISTANCE OF 584.36 FEET TO A POINT OF TANGENT; THENCE CONTINUING SOUTHWESTERLY ON THE WESTERLY LINE OF SAID RAILROAD, TANGENT TO THE LAST DESCRIBED ARC OF 1860.08 FOOT RADIUS, A DISTANCE OF 159.44 FEET; THENCE NORTHWESTERLY ON THE STRAIGHT LINE TO THE POINT OF INTERSECTION OF A LINE 898 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 30 AND A LINE 475 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 30; THENCE NORTH ON SAID LINE 898 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 OF SECTION 30 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 24B:
THE EAST 66 FEET OF THE WEST 898 FEET OF THE NORTH 475.00 FEET (EXCEPT THE NORTH 33.0 FEET THEREOF) OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 25:
THAT PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A CERTAIN TRACT OF LAND CONVEYED TO THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY BY DEED DATED OCTOBER 13, 1917 AND RECORDED MARCH 23, 1918 AS DOCUMENT 6292041 AND EAST OF THE U. S. CHANNEL LINE OF THE CALUMET RIVER AS ESTABLISHED BY THE U. S. GOVERNMENT, (EXCEPTING THEREFROM THE NORTH 1204.34 FEET AND EXCEPTING THEREFROM THE SOUTH 200 FEET OF THAT PART OF THE SOUTHWEST 1/4 LYING EAST OF THE CALUMET RIVER AND EXCEPT THE SOUTH 200 FEET OF THE WEST 33 FEET OF THE SOUTH EAST 1/4 OF SECTION 19 AFORESAID AND EXCEPT SOUTH 33 FEET OF SAID TRACT)

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SCHEDULE A (CONTINUED)

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PARCEL 28:

THE EAST 362 FEET OF LOT 7 (EXCEPT EAST 65 FEET THEREOF) IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 29A:

LOT 7 (EXCEPT THE EAST 362 FEET THEREOF) AND EXCEPT THE RIGHT OF WAY OF THE CALUMET RIVER RAILROAD COMPANY HERETOFORE CONVEYED BY DEED DATED JULY 7, 1887 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 849613, ALSO EXCEPT THE RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD HERETOFORE CONVEYED BY DEED DATED FEBRUARY 27, 1918 AND FILED IN REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. LB 22437, AND EXCEPT THAT PART OF SAID LOT LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19 WITH THE NORTH LINE OF SAID SECTION 19, THENCE SOUTH 0 DEGREES 7 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 1254.27 FEET TO A POINT; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 44.07 FEET TO A MONUMENT WHICH IS 1276.13 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID AND WHICH IS THE POINT OF BEGINNING OF THE LINE HEREINBEFORE REFERRED TO; THENCE CONTINUING SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 1462.86 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION 19 WHICH POINT IS THE SOUTHWESTERLY END OF THE LINE HEREINABOVE REFERRED TO, AND EXCEPT THAT PART OF SAID LOT DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19 WITH A LINE 1683.0 FEET SOUTH OF AND PARALLEL TO NORTH LINE OF SAID SECTION 19, THENCE NORTH 09 DEGREES 16 MINUTES 08 SECONDS WEST ALONG SAID LINE 1683.0 FEET SOUTH AND PARALLEL TO SAID NORTH LINE OF SAID SECTION 19 WHICH LINE IS SOUTH LINE OF LOT 7 AFORESAID 40.10 FEET TO THE PRINCIPAL POINT OF BEGINNING, THENCE NORTH 0 DEGREES 21 MINUTES 44 SECONDS EAST 247.5 FEET TO A POINT ON THE NORTH LINE OF LOT 7; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT 7, 116.40 FEET TO A POINT; THENCE SOUTH 0 DEGREES 21 MINUTES 44 SECONDS WEST 247.5 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 7 116.40 FEET TO THE POINT OF BEGINNING, ALL IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 29B:

LOT 6 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOT 6 THAT PART LYING EAST OF THE WEST LINE OF RAILROAD RIGHT OF WAY OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY CONVEYED BY DEED RECORDED JUNE 29, 1945 AS 13540700) AND (EXCEPT THAT PART LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 00 DEGREES 21 MINUTES 44 SECONDS WEST, 1309.13 FEET TO A MONUMENT AND THE POINT OF BEGINNING OF LINE TO BE DESCRIBED: THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST, 2061.96 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER AND THE SOUTHWESTERLY TERMINUS OF LINE DESCRIBED), IN COOK COUNTY, ILLINOIS

PARCEL 30:

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SCHEDULE A (CONTINUED)

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THAT PART OF THE WEST 100 FEET OF THE EAST 1808 FEET OF THE NORTH 1683 FEET OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19 WITH THE NORTH LINE OF SAID SECTION 19, THENCE SOUTH 0 DEGREES 7 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 1254.27 FEET TO A POINT, THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 44.07 FEET TO A MONUMENT WHICH IS 1276.13 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID AND WHICH IS THE PLACE OF BEGINNING OF THE LINE HEREINBEFORE REFERRED TO, THENCE CONTINUING SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 1462.86 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION WHICH POINT IS THE SOUTHWESTERLY TERMINUS OF THE LINE HEREINBEFORE REFERRED TO, IN COOK COUNTY, ILLINOIS

PARCEL 31:

THAT PART OF LOT 7 IN THE DIVISION OF THE NORTH 102 ACRES OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 7 ABOVE DESCRIBED WITH THE EASTERLY RIGHT OF WAY LINE OF THE CALUMET RIVER RAILWAY COMPANY (NOW SOUTH CHICAGO AND SOUTHERN RAILROAD COMPANY) AS CONVEYED TO SAID CALUMET RIVER RAILWAY COMPANY BY DEED DATED JULY 7, 1887 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 849613, SAID POINT BEING ALSO 50.0 FEET EASTERLY OF THE CENTER LINE OF SAID RAILROAD RIGHT OF WAY; THENCE EASTERLY ALONG SAID LINE 2.10 FEET, MORE OR LESS, TO A POINT; THENCE SOUTHEASTERLY 249.57 FEET MORE OR LESS, IN THE ARC OF A CIRCLE CONVEY TOWARD THE SOUTHWEST HAVING A RADIUS OF 1860.08 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 7 ABOVE DESCRIBED; THENCE WESTWARDLY 27.72 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE OF SAID LOT 7 TO A POINT IN THE AFORESAID EASTERLY RIGHT OF WAY LINE OF SAID SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTHWARDLY 247.5 FEET, MORE OR LESS, ALONG SAID EASTERLY RIGHT OF WAY LINE PARALLEL WITH AND 50.0 FEET EASTERLY OF THE CENTER LINE OF SAID RAILROAD RIGHT OF WAY TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF LYING NORTHERLY AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 19 WITH THE NORTH LINE OF SECTION 19; THENCE SOUTH 0 DEGREES 7 MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 1254.27 FEET TO A POINT; THENCE SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST, 44.07 FEET TO A MONUMENT WHICH IS 1276.13 FEET SOUTH OF THE NORTH LINE OF SECTION 19 AFORESAID, AND WHICH IS THE PLACE OF BEGINNING OF THE LINE HEREINBEFORE REFERRED TO, THENCE CONTINUING SOUTH 60 DEGREES 53 MINUTES 30 SECONDS WEST 1462.86 FEET TO A POINT ON THE NORTH-SOUTH CENTER LINE OF SAID SECTION WHICH POINT IS THE SOUTHWESTERLY END OF THE LINE HEREINABOVE REFERRED TO, IN COOK COUNTY, ILLINOIS

PARCEL 33:

THE NORTH 883.0 FEET OF ALL THAT PART OF SOUTH BURLEY AVENUE AND SOUTH BRANDON AVENUE DEEDED BY DOCUMENT 6342629 AND 6351917 BEING A STRIP OF LAND 80 FEET IN WIDTH IN NORTHEAST FRACTIONAL QUARTER OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE 150 FEET SOUTH OF AND PARALLEL WITH SOUTH LINE OF EAST 122ND STREET EXTENDED EAST AND A LINE 33 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF THE NORTHEAST FRACTIONAL QUARTER OF SAID SECTION 30, IN COOK COUNTY, ILLINOIS

PARCEL 34:

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SCHEDULE A (CONTINUED)

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ALL THAT PART SOUTH BURLEY AVENUE DEDICATED BY DOCUMENT 2559611 TOGETHER WITH ALL THAT PART SOUTH BURLEY AVENUE DEEDED BY DOCUMENT 6342630 BEING 2 ADJOINING STRIPS OF LAND 66 FEET AND 14 FEET IN WIDTH, RESPECTIVELY, IN THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN A LINE 33 FEET SOUTH OF AND PARALLEL WITH NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 19 AND A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SOUTH EAST 1/4 OF SAID SECTION 19, IN COOK COUNTY, ILLINOIS

PARCEL 35:

THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, AS ESTABLISHED BY SURVEY OF THE UNITED STATES ENGINEER'S OFFICE, WAR DEPARTMENT (AS SHOWN ON SHEET NUMBER 6 DATED MARCH 1939 AND SHEET NUMBER 7 DATED MARCH 1938) TITLED CONTROL SURVEY CALUMET RIVER AND THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF AFORESAID EASTERLY CHANNEL LINE OF SAID CALUMET RIVER, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF EAST 111TH STREET (NOW VACATED) AND THE WEST LINE OF SOUTH BURLEY AVENUE; THENCE SOUTH 0 DEGREES 23 MINUTES 09 SECONDS WEST ON THE WEST LINE OF SOUTH BURLEY AVENUE, 1952.08 FEET TO A POINT 33 FEET NORTH OF THE SOUTH LINE OF SECTION 18; THENCE SOUTH 00 DEGREES 23 MINUTES 40 SECONDS WEST, 1309.13 FEET TO A MONUMENT; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, A DISTANCE OF 133.70 FEET TO A POINT, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF THE 116.40 FOOT WIDE ROW OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD; THENCE NORTH 0 DEGREES 23 MINUTES 40 SECONDS EAST ON THE WEST LINE OF SAID RAILROAD, 17.23 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST, 1743.09 FEET; THENCE SOUTH 85 DEGREES 03 MINUTES 18 SECONDS WEST, 173.49 FEET TO A POINT ON THE EASTERLY CHANNEL LINE OF THE CALUMET RIVER, ESTABLISHED AS AFORESAID; THENCE NORTH 6 DEGREES 43 MINUTES 58 SECONDS WEST, 139.55 FEET; THENCE NORTH 60 DEGREES 55 MINUTES 26 SECONDS EAST, 1584.98 FEET TO A POINT ON A LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 19; THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE 327.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID RAILROAD; THENCE SOUTH 0 DEGREES 23 MINUTES 40 SECONDS WEST ON THE WEST LINE OF SAID RAILROAD 42.44 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 36:

THAT PART OF THE SOUTH CHICAGO AND SOUTHERN RAILROAD RIGHT OF WAY LYING IN THE EAST 1/2 OF THE FRACTIONAL SECTION 19, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19 AND THE EAST LINE OF THAT PARCEL OF LAND QUIT CLAIMED BY CONSOLIDATED RAIL CORPORATION TO REPUBLIC STEEL CORPORATION BY INSTRUMENT RECORDED JANUARY 27, 1981 AS DOCUMENT 25752213, SAID POINT BEING ON A LINE 7.0 FEET WEST OF AND PARALLEL WITH THE CENTER LINE OF AN EXISTING TRACT, THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS WEST ON SAID LINE 1283.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, 11.41 FEET TO THE POINT OF BEGINNING SAID POINT BEING A POINT ON A LINE 15.00 FEET NORTHWEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF PROPERTY CONVEYED AS PARCEL "A" BY REPUBLIC STEEL CORPORATION TO DEFENSE PLANT CORPORATION BY DEED DATED FEBRUARY 17, 1943 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS

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SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007473442 F2

DOCUMENT NUMBER 13047028; THENCE SOUTH 60 DEGREES 55 MINUTES 26 SECONDS WEST ON SAID LINE 15.0 FEET NORTHWEST OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID PARCEL "A", 13.31 FEET TO A POINT ON A CURVED LINE BEING THE WESTERLY LINE OF SAID DOCUMENT NUMBER 25752213; THENCE NORTHERLY ON SAID WESTERLY LINE BEING A CURVED LINE CONVEX TO THE EAST, HAVING A RADIUS OF 992.93, A CHORD BEARING OF NORTH 1 DEGREES 57 MINUTES 27 SECONDS EAST, A CHORD DISTANCE OF 6.62 AN ARC DISTANCE OF 6.62 FEET TO A POINT ON A LINE WHICH IS 1283.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 19, THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ON THE LAST DESCRIBED LINE 11.40 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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Permanent Tax Index Numbers Chicago, Illinois

1. 26-19-102-016-0000
2. 26-19-102-017-0000
3. 26-19-200-011-0000
4. 26-19-200-014-0000
5. 26-19-200-015-0000
6. 26-19-200-018-0000
7. 26-19-200-019-0000
8. 26-19-201-008-0000
9. 26-19-201-011-0000
10. 26-19-201-012-0000
11. 26-19-201-013-0000
12. 26-19-201-014-0000
13. 26-19-202-023-0000
14. 26-19-202-024-0000
15. 26-19-203-021-0000
16. 26-19-203-022-0000
17. 26-19-204-017-0000
18. 26-19-204-018-0000
19. 26-19-205-017-0000
20. 26-19-205-018-0000
21. 26-19-206-024-0000
22. 26-19-206-043-0000

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23. 26-19-206-044-0000
24. 26-19-206-045-0000
25. 26-19-206-046-0000
26. 26-19-206-047-0000
27. 26-19-206-048-0000
28. 26-19-206-049-0000
29. 26-19-207-001-0000
30. 26-19-207-002-0000
31. 26-19-207-003-0000
32. 26-19-207-004-0000
33. 26-19-301-004-0000
34. 26-19-301-005-0000
35. 26-19-301-007-0000
36. 26-19-400-012-0000
37. 26-19-400-013-0000
38. 26-19-400-014-0000
39. 26-19-400-015-0000
40. 26-19-400-016-0000
41. 26-19-400-017-0000
42. 26-19-400-018-0000
43. 26-19-401-003-0000
44. 26-19-401-005-0000
45. 26-19-401-006-0000
46. 26-19-401-007-0000

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47. 26-30-200-006-0000

48. 26-30-200-008-0000

49. 26-30-200-010-0000

50. 26-30-201-006-0000

51. 26-30-201-008-0000

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[County of Cook
City of Chicago
State of Illinois]

Schedule B

1. Taxes for the year 1993 which constitute a lien not yet due and payable.
2. Rights of the public, the State of Illinois and the municipality in and to that part of the Land taken or used for road purposes.
3. Railroad rights of way, switch and spur tracks, if any to the extent disclosed on Survey No. 119352 prepared by Robert A. Nowicki & Associates, Ltd., dated November 24, 1989 and revised December 10, 1993.
4. Rights of the public, the State of Illinois and the United States of America in and to that portion of the land falling in the Meander Line and High Water Line of the Calumet River (New Channel) as shown on survey 118814 prepared by Robert A. Nowicki & Associates, Ltd.
5. Rights of the State of Illinois and the United States of America, in and to the control and regulation of improvements and installations along the United States Dock line of the Calumet River.
6. Document No. 19347553, dated December 23, 1964, and recorded January 4, 1965, in the records of Cook County, Illinois.
7. Rights of the United States of America to establish dock lines on that part of the land bordering on Calumet River (New Channel).
8. Document No. 12593713, dated July 8, 1938, and recorded December 13, 1940, in the records of Cook County, Illinois.
9. Mortgage Document No. 14034978 and Document No. LR 1144871 recorded in the records of Cook County, Illinois.
10. Document No. 13047028, dated February 17, 1943, and recorded March 23, 1943, in the records of Cook County, Illinois.

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11. Document No. 13114724, dated June 18, 1943, and recorded July 28, 1943, in the records of Cook County, Illinois.
12. Easement granted under judgment of condemnation entered in Case No. 7100, County Court of Cook County, Illinois.
13. Easement granted under judgment of condemnation entered June 29, 1943 in Case No. 43US541.
14. Document No. 13047028, dated February 17, 1943, and recorded March 23, 1943, in the records of Cook County, Illinois.
15. Document No. 20616363, recorded September 16, 1968, in the records of Cook County, Illinois.
16. Document No. 23202944, recorded August 28, 1975 and filed September 8, 1975 as Document No. LR 2828072, in each case in the records of Cook County, Illinois.
17. Terms, provisions and conditions relating to the easement described as Parcel Number 14 as limited to matters related to the rights of the railroad as set forth therein.
18. Rights of the adjoining owner or owners to the concurrent use of the easement described as Parcel 14, as limited to the matters relating to the rights of the railroad.
19. Document No. 25752213, dated January 9, 1981, and recorded January 27, 1981, in the records of Cook County, Illinois.
20. Rights of the City of Chicago, of the public and of the adjoining owners in and to that part of the land included in vacated streets and alleys, as shown on Survey No. 118814 prepared by Robert A. Nowicki & Associates, Inc.
21. Lease dated March 28, 1921, and recorded November 14, 1922 as Document No. 7714336.
22. Rights of the public or quasi-public utilities for maintenance therein of poles, conduits, sewers, etc., in vacated streets and alleys to the extent disclosed on Survey No. 119352, prepared by Robert A. Nowicki and dated November 24, 1989 and revised December 10, 1993.

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23. Document No. 11062202, dated March 15, 1932, and recorded March 21, 1932, in the records of Cook County, Illinois.
24. Document No. 11062201, dated March 15, 1932, in the records of Cook County, Illinois.
25. Document No. 10690326, dated April 15, 1930, and recorded June 25, 1930, in the records of Cook County, Illinois.
26. Document No. 11245499, dated August 8, 1932, and recorded June 8, 1933, in the records of Cook County, Illinois.
27. Document No. 20543545, dated August 15, 1967, and recorded July 8, 1968, in the records of Cook County, Illinois.
28. Document Nos. 16107580 and 16875201 recorded in the records of Cook County, Illinois.
29. Document No. 4546633, dated April 14, 1910, and recorded April 21, 1910, in the records of Cook County, Illinois.
30. Document No. 14021703, dated August 29, 1946, and recorded March 30, 1947, in the records of Cook County, Illinois.
31. Document No. 14021704, dated December 11, 1946, and recorded March 26, 1947, in the records of Cook County, Illinois.
32. Document No. 13119807 dated July 13, 1943 and recorded August 5, 1943, as modified by Document No. 13282470 dated April 12, 1944 and recorded March 12, 1944, each as recorded in the records of Cook County, Illinois.
33. Document No. 10757766, recorded September 17, 1930, in the records of Cook County, Illinois.
34. Document No. 20477961, recorded in the records of Cook County, Illinois.
35. Document No. 20477960, recorded in the records of Cook County, Illinois.
36. Document No. 20577403, dated December 21, 1965 and recorded in the records of Cook County, Illinois.

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37. Document No. 20577404, dated August 7, 1965, and recorded December 16, 1965, in the records of Cook County, Illinois.
38. Document No. 23012083, dated February 1, 1975, and recorded March 5, 1975, in the records of Cook County, Illinois.
39. Document No. 24925628, dated December 21, 1965 and recorded April 19, 1979, in the records of Cook County, Illinois.
40. Document No. 89572949, dated November 28, 1989, and recorded December 1, 1989, in the records of Cook County, Illinois.
41. Document No. 89572950, dated November 28, 1989, and recorded December 1, 1989, in the records of Cook County, Illinois.

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SCHEDULE C

- (i) Nothing.
- (ii) Nothing.
- (iii) Registration Statement on Form S-1 (File No. 33-70578) filed by Mortgagor.
- (iv) Registration Statement on Form S-1 (File No. 33-70578) filed by Mortgagor.
- (v) February 19, 1992 letter from the Indiana Department of Environmental Management to Republic Steel Corporation.
April 3, 1992 letter from the Indiana Department of Environmental Management to Republic Steel Corporation.
October 12, 1992 letter from the United States Environmental Protection Agency to LTV Steel Company.

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EXHIBIT A

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, dated as of _____, _____, by and between BANKERS TRUST COMPANY, a New York banking corporation, having an office at Four Albany Street, New York, New York 10006, in its capacity as trustee, as mortgagee (in such capacity and together with any successors in such capacity, "Mortgagee"), and _____, a _____, having an office at _____, as tenant ("Tenant").

R E C I T A L S:

A. Republic Engineered Steels, Inc. ("Republic") and Mortgagee as trustee, have entered into a certain indenture dated as of December 21, 1993 (as amended from time to time, the "Indenture"; capitalized terms not defined herein shall have the meanings ascribed to such terms in the Indenture) pursuant to which Republic issued its 9 7/8% First Mortgage Notes due 2001, in the aggregate principal amount of \$200,000,000.

B. Mortgagee is the holder of a certain Mortgage, Assignment of Leases, Security Agreement and Fixture Filing (the "Mortgage"), securing the Secured Obligations (as defined in the Mortgage), which Mortgage is recorded at Book __, Page __ of the Official Records of _____ County and encumbers Republic's interest in that certain land and improvements known as _____ and which property is more particularly described in Schedule A annexed hereto and made a part hereof (the "Premises").

C. Republic, as landlord ("Landlord"), has entered into a lease with Tenant, dated _____, _____ (the "Lease"), for a portion of the Premises as more particularly described in the Lease (the "Leased Premises").

D. In consideration for the Lease, Landlord has agreed to cause Mortgagee to enter into this agreement with Tenant, and Tenant has agreed to enter into this agreement with Mortgagee.

A G R E E M E N T:

Mortgagee and Tenant hereby agree as follows:

1. Subordination. Tenant agrees that the Lease now is and shall at all times continue to be subject and

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subordinate in each and every respect to the Mortgage and any and all advances to be made thereunder and all renewals, modifications, consolidations, replacements and extensions thereof. Tenant shall, upon request, execute and deliver any certificate or other instrument which Mortgagee may reasonably request to confirm said subordination by Tenant.

2. Non-Disturbance. Provided that Tenant is in compliance with the terms of this agreement and Tenant is not in default under the Lease beyond the expiration of any applicable grace period nor has any event occurred which, with the giving of notice or the passage of time or both, would entitle Landlord to terminate the Lease or would cause, without any further action by Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee shall not name Tenant as a party defendant to any action for foreclosure or other enforcement thereof (unless required by law), nor shall the Lease be terminated by Mortgagee in connection with or by reason of foreclosure or other proceedings for the enforcement of the Mortgage or by reason of a transfer of Landlord's interest under the Lease pursuant to the taking of a deed in lieu of foreclosure (or similar device), nor shall Tenant's use or possession of the Leased Premises be interfered with by Mortgagee, except that the person or entity acquiring the interest of Landlord as a result of any such action or proceeding, and such person's or entity's successors and assigns (any of the foregoing being hereinafter referred to as the "Successor"), shall not be (a) subject to any credits, offsets, defenses or claims which Tenant might have against any prior landlord, (b) bound by any previous modification or amendment of the Lease or by any prepayment of rent or additional rent in excess of one month's rent to any prior landlord unless such modification or prepayment shall have been made with Mortgagee's prior written consent, (c) liable for or bound by any act, omission, waiver or forbearance of any prior landlord, (d) bound by any covenant to undertake or complete any improvement to the Premises or the Leased Premises, (e) required to account for any security deposit other than that security deposit actually delivered to the Successor or (f) in any event or at any time, personally liable for the payment or performance of any obligation of any prior landlord under the Lease and in the event of any default under the Lease by any Successor (including, without limitation, Mortgagee), the sole recourse of Tenant shall be against the interest of the Successor in the Lease, and no attachment, execution, writ or other process shall be initiated by or on behalf of Tenant against the Successor personally (other than such interest as it may

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have in the Lease and the Leased Premises as a result of any such default). Notwithstanding the foregoing, Tenant reserves its rights to any and all claims or causes of action against any prior landlord for prior losses or damages.

3. Certain Certifications. Tenant certifies that (a) the Lease is presently in full force and effect and unmodified and no rental payable thereunder has been paid more than one month in advance of its due date, (b) no event has occurred which constitutes a default under the Lease by Landlord or Tenant or which, with the giving of notice, the passage of time or both, would constitute a default by Landlord or Tenant under the Lease and (c) as of the date hereof it has no charge, lien or claim of offset under the Lease or against amounts payable thereunder.

4. Notices to Mortgagee; Mortgagee's Right to Cure. Tenant shall not cancel, surrender, terminate, assign, amend or modify, or enter into any agreement to cancel, surrender, terminate, assign, amend or modify, the Lease without giving Mortgagee written notice of same not later than the time that Tenant notifies Landlord of its intention so to do or at such time as Tenant obtains knowledge of Landlord's intention so to do, as the case may be. Tenant agrees that in the event of any default on the part of Landlord, arising out of or accruing under the Lease, whereby the validity or the continued existence of the Lease might be impaired or terminated by Tenant, or Tenant might have a claim for partial or total eviction or abatement of rent, by reason of any such default or defaults, Tenant will give written notice thereof to Mortgagee at the address set forth herein, and not later than the time that Tenant notifies Landlord of such default. Tenant agrees to grant to Mortgagee a reasonable time, not less than the period of time granted to Landlord by the terms of the Lease, for Mortgagee to cure or to undertake to cure such defaults, it being expressly understood that such right on the part of Mortgagee to cure any such default or defaults shall not be deemed to create any obligation on Mortgagee's part to cure or to undertake to cure any such default or defaults.

5. Attornment. If the interest of Landlord under the Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of the Mortgage or pursuant to a taking of a deed in lieu of foreclosure (or similar device), Tenant shall be bound to the Successor under all of the terms, covenants and conditions of the Lease then in effect for the balance of the term thereof remaining, with the same

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force and effect as if the Successor were Landlord. Tenant does hereby agree to attorn to the Successor, including, without limitation, Mortgagee if it be the Successor, as its landlord. Tenant agrees to affirm its obligations under the Lease and agrees to render full performance under the Lease (including, without limitation, to make payment of all sums due under the Lease) to the Successor, said attornment, affirmation and agreement to be effective and self-operative without the execution of any further instruments, upon Tenant and the Successor succeeding to the interest of the Landlord under the Lease. Tenant waives the provisions of any statute or rule of law now or hereafter in effect that may give or purport to give it any right or election to terminate or otherwise adversely affect the Lease or the obligations of Tenant thereunder by reason of any foreclosure or similar proceeding.

6. Modification in Writing; Successors and Assigns. This agreement may not be modified except by an agreement in writing signed by the parties hereto or their respective successors in interest. This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

7. Lien of Mortgage. Nothing contained in this agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

8. Assignment of Rents. Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to Mortgagee pursuant to the Mortgage. In the event that Mortgagee notifies Tenant of Mortgagee's election, exercised in accordance with the terms of the Mortgage, to collect rent and all other sums due under the Lease, and demands that Tenant pay same to Mortgagee, Tenant agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to Mortgagee or as directed by Mortgagee.

9. Notices. All notices, demands or requests made pursuant to, under, or by virtue of this agreement must be in writing and mailed to the party to whom the notice, demand or request is being made by certified or registered mail, return receipt requested, at its address set forth above. Any party may change the place that notices and demands are to be sent by written notice delivered in accordance with this agreement.

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10. Governing Law; Severability. This agreement shall be governed by the laws of the state in which the Leased Premises are located. If any term of this agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this agreement or the application of such term to any person or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term of this agreement shall be valid and enforceable to the fullest extent permitted by law.

11. Further Actions. Tenant agrees at its own expense to execute and deliver, at any time and from time to time upon the reasonable request of Mortgagee or any Successor, such documents and instruments (in recordable form, if requested) as may be necessary or appropriate to fully implement or to further evidence the understandings and agreements contained in this agreement and Tenant hereby irrevocably appoints and constitutes Mortgagee or any Successor as its true and lawful attorney-in-fact to execute and deliver any such documents or instruments if Tenant, after 30 days' notice from Mortgagee or any Successor, has failed to execute and deliver same.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this agreement to be duly executed as of the day and year first above written.

BANKERS TRUST COMPANY,
as Mortgagee

By: _____
Name:
Title:

as Tenant

By: _____
Name:
Title:

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