



Eugene "Gene" Moore Fee: \$68.00  
Cook County Recorder of Deeds  
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**COMBINATION MORTGAGE, FIXTURE FINANCING STATEMENT,  
SECURITY AGREEMENT AND  
ASSIGNMENT OF LEASES AND RENTS**

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THIS COMBINATION MORTGAGE, FIXTURE FINANCING STATEMENT, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") is made as of the 7th day of April, 2003, by COLE TAYLOR BANK, an Illinois banking association and successor in interest to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated May 19, 1988, known as Trust #94156 (hereinafter referred to as "Mortgagor"), having its principal office at 850 West Jackson, Chicago, Illinois 60607, in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association formerly known as Firststar Bank Illinois ("Lender"), having its principal office at 101 East Fifth Street, St. Paul, Minnesota, 55101-1860, Attention: Dealer Finance Division.

**RECITALS**

A. Lender has lent, or agreed to lend, to Lee Drabek and Arlene Drabek (collectively, "Borrower") the principal sum of up to Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) (the "Loan"), to be repaid with interest thereon, as evidenced by that certain Promissory Note of even date herewith executed by Borrower and delivered to Lender in favor of Lender (the "Note," which term shall include any amendment, modification, supplement, extension, renewal, replacement or restatement thereof), which Loan is the subject of a Loan Agreement of even date herewith by and between Borrower and Lender (the "Loan Agreement," which term shall include any amendment, modification, supplement, extension, renewal, replacement or restatement thereof). All capitalized terms herein which are not otherwise defined herein shall have the meanings assigned thereto as set forth in the Loan Agreement. The Note, the Loan Agreement and each of the other Loan Documents are hereby incorporated herein by reference.

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B. The obligations secured by this Mortgage (collectively, the “Obligations”) are the prompt payment and/or performance of the following:

- (i) the principal amount of \$550,000.00 or so much thereof as may be advanced by Lender under the Note and pursuant to the Loan Agreement; plus
- (ii) interest on the amount advanced and unpaid, at the interest rate or rates provided in the Note and the Loan Agreement; plus
- (iii) all other amounts payable by Borrower and the performance of all other agreements of Borrower under the Loan Documents as the same now exist or may hereafter be amended.

C. The Obligations shall mature on or before April 7, 2008 (the “Maturity Date”).

NOW, THEREFORE, Mortgagor, in consideration of the foregoing recitals, which are hereby incorporated herein by reference and which are true and correct on the date hereof, and of Lender making the Loan, and to secure the Loan and payment and performance of the Obligations, Mortgagor and Lender hereby agree that the Original Mortgage shall be amended and restated in its entirety by this Mortgage, and, in connection therewith, Mortgagor hereby grants, bargains, sells, conveys and mortgages to Lender, its successors and assigns, forever, with power of sale, and grants to Lender, its successors and assigns, a security interest in, the following, all of which is called the “Mortgaged Property”:

A. LAND AND IMPROVEMENTS

The land described in Exhibit A attached hereto and all mineral rights, hereditaments, easements and appurtenances thereto (collectively the “Land”), and all improvements and structures now or hereafter located thereon (the “Improvements”); and

B. FIXTURES AND PERSONAL PROPERTY

All fixtures (the “Fixtures”) and all goods, machinery, equipment and personal property (collectively the “Personal Property”) now or hereafter located on, in or under the Land and the Improvements, or usable in connection with the Land or the Improvements, and which are owned by Mortgagor or in which Mortgagor has an interest, including any construction and building materials stored on and/or to be included in the Improvements, plus any repairs, replacements and betterments to or of any of the foregoing; and

C. LEASES AND RENTS

All rights of Mortgagor with respect to tenants or occupants now or hereafter occupying any part of the Land or the Improvements, if any, including all Leases (as hereinafter defined), all guaranties thereof, all licenses, and all rights in connection therewith, whether oral or written (collectively the “Leases”), and all rents, income, royalties, revenues and payments, including prepayments and security deposits, payments in termination of Leases, payments for the rental or

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sale or use of rooms, for goods sold or leased, for food or beverage sold on or from the Land and the Improvements, for any entertainment offered on the Land and the Improvements, for services rendered, whether or not yet earned by performance, for the rental, sale or use of any equipment, from vending machines, and all payments from any consumer credit/charge card organization, whether or not now existing or owed, or hereafter credited or owed (collectively the "Rents"), which are now or hereafter due or to be paid in connection with the Land, the Improvements, the Fixtures or the Personal Property; and

**D. GENERAL INTANGIBLES**

All general intangibles of Mortgagor which relate to any of the Land, the Improvements, the Fixtures, the Personal Property, the Leases or the Rents, including proceeds of insurance and condemnation or conveyance of the Land and the Improvements, accounts, trade names, contract rights, accounts and bank accounts; and

**E. OTHER PROPERTY**

All feasibility studies, plans and specifications, soil tests, environmental reports, engineering reports, architect's, engineer's and construction contracts, licenses, permits, certificates and documents relating to the Land, the Improvements, the Fixtures and the Personal Property.

**F. AFTER ACQUIRED PROPERTY AND PROCEEDS**

All property similar to the property herein described and conveyed which may be subsequently acquired by Mortgagor and used in connection with the Land, the Improvements, the Fixtures, the Personal Property and other property; and all cash and non-cash proceeds and products of all of the foregoing property.

TO HAVE AND TO HOLD the same, and all estate therein, together with all the rights, privileges and appurtenances thereunto belonging, to the use and benefit of Lender, its successors and assigns, forever.

PROVIDED NEVERTHELESS, should Borrower pay and perform all the Obligations, then these presents will be of no further force and effect, and this Mortgage shall be satisfied by Lender, at the expense of Borrower.

This Mortgage constitutes an absolute, irrevocable, currently effective assignment of rents and profits, and affords to Lender, to the fullest extent allowed by law, the rights and remedies of a mortgage lender or secured lender pursuant thereto; provided, however, that, prior to the occurrence of an Event of Default, Mortgagor shall have a conditional license and opportunity to collect (but not more than one [1] month in advance) all such rents and profits, and to use the same for payment of all sums which Borrower is required to pay by the terms hereof and the Obligations, before using the same for any other purpose.

This Mortgage also constitutes a security agreement within the meaning of the Uniform Commercial Code as in effect in the State of Illinois, as the same may be amended from time to

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time (the "UCC"), with respect to all property described herein as to which a security interest may be granted and/or perfected pursuant to the UCC, and is intended to afford Lender, to the fullest extent allowed by law, the rights and remedies of a secured party under the UCC.

MORTGAGOR FURTHER agrees as follows:

## ARTICLE I AGREEMENTS

Section 1.1. Performance of Obligations: Incorporation by Reference. Borrower shall pay and perform the Obligations. Time is of the essence hereof. All of the covenants, obligations, agreements, warranties and representations of Borrower contained in the Loan Agreement and the other Loan Documents and all of the terms and provisions thereof, are hereby incorporated herein and made a part hereof by reference as if fully set forth herein.

Section 1.2. Further Assurances. If Lender requests, Borrower and/or Mortgagor shall sign and deliver and cause to be recorded and hereby authorizes Lender to record to the full extent permitted by applicable law, any further mortgages, instruments of further assurance, certificates, financing statements, continuation statements and other documents as Lender reasonably may consider necessary or desirable in order to perfect, continue and preserve the Obligations and Lender's rights, title, estate, liens and interests under the Loan Documents. Borrower further agrees to pay to Lender, upon demand, all costs and expenses incurred by Lender in connection with the preparation, execution, recording, filing and refiling of any such documents, including reasonable attorneys' fees and title insurance costs.

Section 1.3. Sale, Transfer, Encumbrance. If Mortgagor sells, conveys, transfers or otherwise disposes of, or encumbers, any part of its interest in the Mortgaged Property, legal or equitable, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Lender, which may be given or withheld by Lender in its sole and absolute discretion, Lender shall have the option to declare the Obligations immediately due and payable without notice. Included within the foregoing actions requiring prior written consent of Lender are: (a) execution of a purchase, sale or option agreement; (b) sale by deed or contract for deed; (c) mortgaging or granting a Lien (as hereinafter defined) on the Mortgaged Property; (d) any change in the officers, general partners or managing members of Borrower; and (e) a transfer which, when aggregated with any previous transfer made after the date hereof, transfers more than 25% of the beneficial interest in Borrower. Mortgagor shall request in writing Lender's consent to any such proposed action at least thirty (30) days prior to the proposed date of such action. Borrower shall pay all costs and expenses incurred by Lender in evaluating any such request. Lender may condition such consent upon modification of the Loan Documents, an increase in the interest rate or payment of fees. No such action shall relieve Borrower from liability for the Obligations. Notwithstanding the foregoing, Mortgagor shall be entitled to sell or dispose of Fixtures and equipment constituting Personal Property without the prior written consent of Lender provided Mortgagor promptly replaces such items of sold or disposed Fixtures and equipment with substitute Fixtures and equipment of equal or greater value, which property shall be subject to a first lien security interest in favor of Lender.

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Section 1.4. Insurance. Mortgagor shall obtain, maintain and keep in full force and effect (and upon request of Lender shall furnish to Lender copies of) policies of insurance as described in, and meeting the requirements of the Loan Agreement.

Section 1.5. Taxes, Liens and Claims, Utilities. Mortgagor, before any penalty attaches thereto, shall pay and discharge, or cause to be paid and discharged, all taxes, installments of assessments and governmental charges and levies (collectively "Impositions") imposed upon or against the Mortgaged Property or the Rents, or upon or against the Obligations, or upon or against the interest of Lender in the Mortgaged Property or the Obligations, except Impositions measured by the income of Lender. Mortgagor shall provide evidence of such payment at Lender's request. Mortgagor shall keep the Mortgaged Property free and clear of all liens, encumbrances, easements, covenants, conditions, restrictions and reservations (collectively "Liens") except the Permitted Encumbrances. Mortgagor shall pay or cause to be paid when due all charges or fees for utilities and services supplied to the Mortgaged Property. Notwithstanding anything to the contrary contained in this Section, Mortgagor shall not be required to pay or discharge any Imposition or Lien so long as Mortgagor shall in good faith, and after giving notice to Lender, contest the same by appropriate legal proceedings. As a condition to any such contest, Mortgagor shall provide such security to Lender as Lender shall reasonably require against loss or impairment of Mortgagor's ownership of or Lender's lien on the Mortgaged Property and shall in any event pay such Imposition or Lien before loss or impairment occurs. In the event Lender determines that loss or impairment may occur, Mortgagor shall, within ten (10) days after notice from Lender, pay such Imposition or Lien in full. In the event Mortgagor fails to pay such Imposition or Lien in full within such ten (10) day period or upon completion of such contest, Lender may apply the security provided to Lender by Mortgagor under this Section to pay such Imposition or Lien.

Section 1.6. Escrow Payments. At Lender's request at any time after the occurrence of an Event of Default, Mortgagor shall deposit with Lender monthly on the same date as payments are due under the Note the amount reasonably estimated by Lender to be necessary to enable Lender to pay, before they become due, all Impositions against the Mortgaged Property and the premiums upon all insurance required hereby to be maintained with respect to the Mortgaged Property. All funds so deposited shall secure the Obligations. Such deposits shall be held by Lender, or its nominee, in a non-interest bearing account and may be commingled with other funds. Such deposits shall be used to pay such Impositions and insurance premiums when due. If at any time the funds are less than the amount deemed necessary by Lender to pay such Impositions and insurance premiums when due, Mortgagor shall pay to Lender any amount necessary to make up the deficiency within ten (10) days after written notice from Lender to Mortgagor requesting payment thereof. Any excess sums so deposited shall be retained by Lender and shall be applied to pay said items in the future, unless the Obligations have been paid and performed in full, in which case all excess sums so paid shall be refunded to Mortgagor. Upon the occurrence of an Event of Default, Lender may apply any funds in said account against the Obligations in such order as Lender may determine.

Section 1.7. Maintenance and Repair; Compliance with Laws. Mortgagor shall cause the Mortgaged Property to be operated, maintained and repaired in safe and good repair, working

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order and condition, reasonable wear and tear excepted, and shall not commit or permit waste thereof. Except as provided in any Loan Document, Mortgagor shall not commence construction of any Improvements, change the use of the Improvements from that contemplated by Section 2.2 hereof, or remove, demolish or substantially alter the design or structural character of any Improvements without the prior written consent of Lender; shall complete or cause to be completed forthwith any Improvements which are now or may hereafter be under construction upon the Land; shall comply or cause compliance with all laws, statutes, ordinances and codes, and governmental rules, regulations and requirements, applicable to the Mortgaged Property or the manner of using or operating the same, and with any covenants, conditions, restrictions and reservations affecting the title to the Mortgaged Property, and with the terms of all insurance policies relating to the Mortgaged Property; and shall obtain and maintain in full force and effect all consents, permits and licenses necessary for the construction, development, use and operation of the Mortgaged Property.

## Section 1.8. Leases.

- (a) Except for the lease to Gateway Chevrolet, Inc., Mortgagor shall not enter into or amend any Lease without Lender's prior written consent, and shall furnish to Lender, upon execution, a complete and fully executed copy of each Lease. Lender may declare each Lease to be prior or subordinate to this Mortgage, at Lender's option.
- (b) Mortgagor shall, at its cost and expense, perform each obligation to be performed by the landlord under each Lease; not borrow against, pledge or further assign any rents or other payments due thereunder; not subordinate any Lease to any other lien; not permit the prepayment of any rents or other payments due for more than thirty (30) days in advance; and not permit any Tenant to assign its Lease or sublet the premises covered by its Lease, unless required to do so by the terms thereof and then only if such assignment does not work to relieve the Tenant of any liability for performance of its obligations thereunder.
- (c) If any Tenant shall default under its Lease, Mortgagor shall, in the ordinary course of business, exercise sound business judgment with respect to such default, but may discount, compromise, forgive or waive claims or discharge the Tenant from its obligations under the Lease or terminate or accept a surrender of the Lease, except that Mortgagor shall not take any such action with respect to any Tenant without the prior written consent of Lender.
- (d) If Mortgagor fails to perform any material obligations of Mortgagor under any Lease or if Lender becomes aware of or is notified by any Tenant of a failure on the part of Mortgagor to so perform, Lender may, but shall not be obligated to, without waiving or releasing Mortgagor or Borrower from any obligation in this Agreement or any of the other Loan Documents, remedy such failure, and Borrower agrees to repay upon demand all sums incurred by Lender in remedying any such failure, together with interest thereon from the date incurred at the Default Rate (as defined in the Loan Agreement). Mortgagor shall promptly provide Lender with copies of all notices of default received from any Tenant.

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(e) Mortgagor shall deliver to Lender, promptly after receipt of a written request therefor from Lender, (i) a duly executed estoppel certificate from any Tenant, in a form satisfactory to Lender (provided that such request shall be made no more frequently than once in any twelve (12) month period), and (ii) all security deposits or other security held by Mortgagor under any Lease, which Lender shall then hold and disburse in accordance with the terms of the relevant Leases.

(f) For purposes of this Mortgage, the following terms shall have the following meanings:

(i) “Lease”: Any lease or other document or agreement, written or oral, permitting any Person to use or occupy any part of the Mortgaged Property, and any guaranty thereof.

(ii) “Person”: Any natural person, corporation, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

(iii) “Tenant”: Any person or party using or occupying any part of the Mortgaged Property pursuant to a Lease.

Section 1.9. Environmental Notices. Promptly after learning of the occurrence of any of the following, Mortgagor shall give Lender oral and written notice thereof, describing the same and the steps being taken or proposed to be taken by Mortgagor with respect thereto: (a) the happening of any event involving the spill, release, leakage, seepage, discharge or cleanup of any asbestos, polychlorinated biphenyls, mold, radon, petroleum products and any other hazardous or toxic waste, substance or constituent (collectively, “Hazardous Substances”); (b) any litigation, arbitration proceeding, or governmental proceeding arising from an environmental accident; (c) notice that the Mortgagor’s operations on the Mortgaged Property are not in compliance with requirements of applicable federal, state or local environmental, health and safety statutes and regulations; (d) notice that the Mortgagor is the subject of a federal or state investigation evaluating whether any remedial action is needed to respond to the release of any Hazardous Substance from or onto the Mortgaged Property; (e) notice that the Mortgaged Property is subject to a lien in favor of any governmental entity for (i) any liability under federal or state environmental laws or regulations or (ii) damages arising from or costs incurred by such governmental entity in response to a release of a Hazardous Substance into the environment; or (f) the happening of any event or the obtaining of any information which would cause any of the representations or warranties set forth in Section 2.4 hereof untrue or misleading in any material respect.

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## ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor makes the following representations, warranties and covenants:

Section 2.1. Ownership, Liens, Compliance with Laws. Mortgagor owns good and marketable fee simple title to the Mortgaged Property free from all Liens, except the Permitted Encumbrances. All applicable zoning, environmental, land use, subdivision, building, fire, safety and health laws, statutes, ordinances, codes, rules, regulations and requirements affecting the Mortgaged Property permit the current or intended use and occupancy thereof, and Mortgagor has obtained or will timely obtain all consents, permits and licenses required for such use. Mortgagor has examined and is familiar with all applicable covenants, conditions, restrictions and reservations, and with all applicable laws, statutes, ordinances, codes and governmental rules, regulations and requirements affecting the Mortgaged Property, and the Mortgaged Property complies with all of the foregoing.

Section 2.2. Use. The Mortgaged Property is not homestead property nor is it agricultural property or in agricultural use, but rather is the site of an automobile dealership and appurtenances.

Section 2.3. Utilities; Services. The Mortgaged Property is serviced by all necessary public utilities, and all such utilities are operational and have sufficient capacity. There is no contract or agreement providing for services to or maintenance of the Mortgaged Property which cannot be canceled upon thirty (30) days' or less notice.

Section 2.4. Environmental. To the best of Mortgagor's knowledge, and except as disclosed in the environmental reports identified on Exhibit E attached to the Loan Agreement, (a) the Mortgaged Property presently complies with, in all material respects, all applicable federal, state or local environmental, health and safety statutes and regulations with which non-compliance would have a material adverse effect on the Mortgaged Property; (b) no part of the Mortgaged Property was ever used for any industrial or manufacturing purposes or as a dump, sanitary landfill, junk yard or gasoline service station; (c) the Mortgaged Property is not the subject of any judicial or administrative proceeding alleging the violation of any federal, state or local environmental, health or safety statute or regulation, which violation would have a material adverse effect on the Mortgaged Property; (d) the Mortgaged Property is not the subject of a federal or state investigation regarding the need for any remedial action to respond to a release of any Hazardous Substance or other substance into the environment which remedial action would have a material adverse effect on the Mortgaged Property; (e) Mortgagor has received no summons, citations, directives, claims of lien, letters or other communications, written or oral, from any federal, state or local agency or department concerning the storing, releasing, pumping, pouring, emitting, emptying or dumping of any Hazardous Substance on the Mortgaged Property or any surrounding areas; (f) Mortgagor has not filed any notice under any federal or state law indicating past or present treatment, storage or disposal of a Hazardous Substance or reporting a spill or release of any Hazardous Substances into the environment; (f) no Hazardous Substances are located or have been released in, on or under the Mortgaged Property; and (g) there are no underground storage tanks on the Mortgaged Property.



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Mortgagor covenants and agrees that it shall not, nor shall it permit others to, use the Mortgaged Property for the business of generating, transporting, storing, treating or disposing of any Hazardous Substances, nor shall it either take or fail to take any action which may result in a release of any Hazardous Substances from or onto the Mortgaged Property. Notwithstanding the foregoing, tenants at the Mortgaged Property shall be entitled to store, use and dispose of Hazardous Substances in the ordinary course of their business, provided such storage, use and disposal is in compliance with all applicable local, state and federal laws, rules and regulations.

Mortgagor covenants and agrees, at its sole cost and expense, to indemnify, protect and save the Lender, its parent, directors, officers, employees, agents, representatives, consultants and attorneys (collectively, the "Indemnified Parties") harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, attorneys' and experts' reasonable fees and disbursements) of any kind or of any nature whatsoever (collectively, the "Indemnified Matters") which may at any time be imposed upon, incurred by or asserted or awarded against the Indemnified Parties and arising from or out of any existing and future Hazardous Substances on, in, under or affecting all or any portion of the Mortgaged Property or any surrounding areas. Indemnified Matters shall include, without limitation, all of the following: (i) the costs of removal of any and all Hazardous Substances from all or any portion of the Mortgaged Property or any surrounding areas, (ii) costs required to take necessary precautions to protect against the release of Hazardous Substances on, in, under or affecting the Mortgaged Property into the air, any body of water, any other public domain or any surrounding areas, (iii) costs incurred to comply, in connection with all or any portion of the Mortgaged Property or any surrounding areas, with all applicable laws, rules and regulations with respect to Hazardous Substances (clauses (i), (ii) and (iii) above being herein collectively referred to as "Corrective Work"), and (iv) loss in value of the Mortgaged Property due to the existence of Hazardous Substances. Lender's rights hereunder shall be in addition to all rights of Lender under this Mortgage, the Loan Agreement, the Note and any guaranty or guaranties given to Lender in connection with the Loan and under any other Loan Documents and payments by Mortgagor hereunder shall not reduce Borrower's obligations and liabilities under any of the Loan Documents. Notwithstanding anything to the contrary contained herein, (a) the indemnity provided for hereunder with respect to surrounding areas shall not extend to the costs of Corrective Work on, in, under or affecting any surrounding areas if the applicable Hazardous Substances did not originate from any portion of the Mortgaged Property, unless the removal of any Hazardous Substances on, in, under or affecting any surrounding areas is required by applicable laws, rules or regulations or by order or directive of any federal, state or local governmental authority in connection with the Corrective Work on, in, under or affecting any portion of the Mortgaged Property and (b) if Lender or any affiliate of Lender takes title to the Mortgaged Property at a foreclosure sale, at a sale pursuant to a power of sale under this Mortgage or by deed in lieu of foreclosure or otherwise, then the indemnity provided for hereunder shall not apply to Hazardous Substances which are initially released on, in or under all or any portion of the Mortgaged Property after the date Lender or such affiliate so takes title to the Mortgaged Property.

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All obligations set forth in this Section 2.4 shall survive payment of the Obligations, foreclosure of this Mortgage or acceptance by Lender, its successors or assigns, of a deed-in-lieu of foreclosure.

Section 2.5. Wetlands. To the best of Mortgagor's knowledge, the Mortgaged Property is in compliance with all federal laws relating to "Wetlands" (as defined in 33 C.F.R. §328.3, as hereinafter amended), and in any comparable state and/or local law, statute or ordinance, rule or regulation pertaining to such Wetlands, and Mortgagor shall not perform or cause to be performed any excavation or fill activity or other acts which would in any way destroy, eliminate, alter, obstruct, interfere with or otherwise affect any Wetlands in violation of any such laws, statutes, ordinances, rules or regulations.

Section 2.6. ADA/Fair Housing Act. The Mortgaged Property is, and/or upon completion of construction, will be, in compliance with all applicable provisions of the Americans With Disabilities Act (the "ADA"), the Fair Housing Act and any and all other laws, rules and regulations governing accessibility to or from the Mortgaged Property, and all rules and regulations pertaining thereto. Mortgagor shall at all times hereafter continue to comply with all requirements of the ADA, the Fair Housing Act and such other laws, rules and regulations.

## ARTICLE III CASUALTY; CONDEMNATION

Section 3.1. Casualty, Repair, Proof of Loss. If any portion of the Mortgaged Property shall be damaged or destroyed by any cause (a "Casualty"), Mortgagor shall:

- (a) give immediate notice to Lender; and
- (b) promptly commence and diligently pursue to completion (in accordance with plans and specifications approved by Lender) the restoration, repair and rebuilding of the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to the Casualty; and
- (c) if the Casualty is covered by insurance, immediately make proof of loss and collect all insurance proceeds, all such proceeds to be payable to Lender or as Lender shall direct. If an Event of Default shall be in existence, or if Mortgagor shall fail to provide notice to Lender of filing proof of loss, or if Mortgagor shall not be diligently proceeding, in Lender's reasonable opinion, to collect such insurance proceeds, then Lender may, but is not obligated to, make proof of loss, and is authorized, but is not obligated, to settle any claim with respect thereto, and to collect the proceeds thereof. Mortgagor shall not accept any settlement of an insurance claim if such settlement shall result in payment of \$10,000.00 or more less than Lender's reasonable estimate of the cost of restoration, repair and rebuilding of the Mortgaged Property. All proceeds from such claim shall be paid to Lender to be applied pursuant to the terms of this Article III.

Section 3.2. Use of Insurance Proceeds – Total Loss. In the event the Casualty results in a loss of 75% or more of the full replacement value of the Mortgaged Property, as determined by

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Lender, all proceeds received from such claim shall be used to prepay the Loan in accordance with the terms of the Loan Agreement. Should said proceeds exceed the amounts due under the Note, the Loan Agreement and this Mortgage, any such excess shall be repaid to Mortgagor. Should said proceeds be less than the amounts due under the Note, the Loan Agreement and this Mortgage, any deficiency shall be paid by Mortgagor to Lender within sixty (60) days of demand by Lender. Lender's right to payment of insurance proceeds shall exist whether or not any such loss results in any impairment to the security of the Lender hereunder.

Section 3.3. Use of Insurance Proceeds – Partial Loss. In the event the Casualty results in a loss of less than 75% of the full replacement value of the Mortgaged Property, as determined by Lender, Lender shall make the net insurance proceeds received by it (after reimbursement of Lender's reasonable out-of-pocket costs of collecting and disbursing the same) available to Mortgagor to pay the cost of restoration, repair and rebuilding of the Mortgaged Property, subject to the following conditions:

- (a) There shall be no Event of Default in existence at the time of any disbursement of the insurance proceeds.
- (b) Lender shall have determined, in its reasonable discretion, that the cost of restoration, repair and rebuilding is and will be equal to or less than the amount of insurance proceeds deposited by Mortgagor with Lender or Mortgagor has deposited with Lender such additional funds such that the sum of the insurance proceeds and such funds equals the cost of restoration, repair or rebuilding.
- (c) Lender shall have determined, in its reasonable discretion, that the restoration, repair and rebuilding can be completed in accordance with plans and specifications approved by Lender (such approval not to be unreasonably withheld), in accordance with applicable codes and ordinances, and in accordance with the terms, and within the time requirements in order to prevent termination, of any Lease, and in any event not less than sixty (60) days prior to the Maturity Date.
- (d) All funds shall be held by Lender in an interest bearing account and shall be disbursed, at Lender's option, in accordance with Lender's customary disbursement procedures for construction loans set forth in the Loan Agreement.
- (e) The Casualty shall have occurred more than six (6) months prior to the Maturity Date.
- (f) No Tenant shall have the right to terminate its Lease as a result of the Casualty.
- (g) The Mortgaged Property shall have been appraised and, if required therein, the Loan reduced pursuant to the terms of Section 7.9 of the Loan Agreement.

If any of these conditions shall not be satisfied, then Lender shall have the right to use the insurance proceeds to prepay the Loan in accordance with the Note. If any insurance proceeds

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shall remain after completion of the restoration, repair and rebuilding of the Mortgaged Property, they shall be used to prepay the Loan in accordance with the Loan Agreement.

Section 3.4. Condemnation. If any portion of the Mortgaged Property shall be taken, condemned or acquired pursuant to exercise of the power of eminent domain or threat thereof (a "Condemnation"), Mortgagor shall:

- (a) give immediate notice thereof to Lender, and send a copy of each document received by Mortgagor in connection with the Condemnation to Lender promptly after receipt; and
- (b) diligently pursue any negotiation and prosecute any proceeding in connection with the Condemnation at Mortgagor's expense. If an Event of Default shall be in existence, or if Mortgagor, in Lender's reasonable opinion, shall not be diligently negotiating or prosecuting the claim, Lender is authorized, but not required, to negotiate and prosecute the claim and appear at any hearing for itself and on behalf of Mortgagor and to compromise or settle all compensation for the Condemnation. Lender shall not be liable to Mortgagor for any failure by Lender to collect or to exercise diligence in collecting any such compensation. Mortgagor shall not compromise or settle any claim resulting from the Condemnation if such settlement shall result in payment of \$10,000.00 or more less than Lender's reasonable estimate of the damages therefrom. All awards shall be paid to Lender to be used to prepay the Loan in accordance with the terms of the Loan Agreement.

## ARTICLE IV DEFAULTS AND REMEDIES

Section 4.1. Events of Default. An Event of Default (as that term is defined in the Loan Agreement) under the Loan Agreement shall constitute an Event of Default hereunder.

Section 4.2. Remedies. Upon the occurrence of an Event of Default, all of the Obligations, at the option of Lender, shall be accelerated and become immediately due and payable, without presentment, demand or further notice of any kind. In addition to the remedies set forth in the Loan Agreement, Lender shall have the right to proceed to protect and enforce its rights by one or more of the following remedies:

- (a) Lender shall have the right to bring suit either for damages, for payment of amounts outstanding under the Note, for specific performance of any agreement contained in any Loan Document, for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy.
- (b) In the event of any sale of the Mortgaged Property pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Mortgage, Lender, its successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to deliver over and use the Note and any claims for interest accrued and unpaid thereon,

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together with all other sums, with interest, advanced or secured hereby and unpaid hereunder, in order that there may be credited as paid on the purchase price the total amount of the Obligations then due (or any portion thereof which Lender may elect), including principal and interest on the Note and all other sums, with interest, advanced or secured hereby and unpaid hereunder or under any of the other Loan Documents.

(c) Lender shall have the right to obtain the appointment of a receiver at any time after the occurrence of an Event of Default. Lender may apply for the appointment of a receiver to the district court for the county where the Mortgaged Property or any part thereof is located, by an action separate from any foreclosure of this Mortgage pursuant to applicable Illinois statutes, or as a part of the foreclosure action (it being agreed that the existence of a foreclosure action under Illinois law is not a prerequisite to any action for a receiver hereunder). Lender shall be entitled to the appointment of a receiver without regard to waste, adequacy of the security or solvency of Mortgagor. The receiver, who shall be an experienced property manager, shall collect (until the Obligations are fully paid and satisfied and, in the case of a foreclosure sale, during the entire redemption period) the Rents, and shall manage the Mortgaged Property, execute Leases within or beyond the period of the receivership if approved by the court and apply all rents, profits and other income collected by him in the following order:

- (i) to the payment of all reasonable fees of the receiver, if any, approved by the court;
- (ii) to the repayment of tenant security deposits, with interest thereon, as required by applicable Illinois statutes;
- (iii) to the payment when due of delinquent or current real estate taxes or special assessments with respect to the Mortgaged Property, or the periodic escrow for the payment of the same;
- (iv) to the payment when due of premiums for insurance of the type required by this Mortgage, or the periodic escrow for the payment of the same;
- (v) to payment for the keeping of the covenants required of a lessor or licensor under applicable Illinois statutes;
- (vi) to the payment of all expenses for normal maintenance of the Mortgaged Property; and
- (vii) the balance to Lender (a) if received prior to the commencement of a foreclosure, to be applied to the Obligations, in such order as Lender may elect and (b) if received after the commencement of a foreclosure, to be applied to the amount required to be paid to effect a reinstatement prior to foreclosure sale, or, after a foreclosure sale to any deficiency or, at the option of Lender, to the amount required to be paid to effect a redemption, all pursuant to applicable Illinois statutes, with any excess to be paid to Mortgagor. Provided, that if this Mortgage

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is not reinstated nor the Mortgaged Property redeemed following foreclosure, the entire amount paid to Lender, after deducting therefrom the amounts applied by Lender to any deficiency, shall be the property of the purchaser of the Mortgaged Property at the foreclosure sale, together with all or any part of the Mortgaged Property acquired through foreclosure.

Lender shall have the right, at any time and without limitation, to advance money to the receiver to pay any part or all of the items which the receiver should otherwise pay if cash were available from the Mortgaged Property, and sums so advanced, with interest at the Default Rate set forth in the Loan Agreement, shall be secured hereby, or if advanced during the period of redemption shall be part of the sum required to be paid to redeem from the sale.

(d) Lender shall have the right to collect the rents from the Mortgaged Property and apply the same in the manner hereinbefore provided with respect to a receiver. For that purpose, Lender may enter and take possession of the Mortgaged Property and manage and operate the same and take any action which, in Lender's judgment, is necessary or proper to collect the Rents and to conserve the value of the Mortgaged Property. Lender may also take possession of, and for these purposes use, any and all of the Personal Property. The expense (including any receiver's fees, attorneys' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured by this Mortgage. Lender shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any Rents actually received by Lender. Enforcement hereof shall not cause Lender to be deemed a mortgagee in possession unless Lender elects in writing to be a mortgagee in possession.

(e) Lender shall have the right to enter and take possession of the Mortgaged Property and manage and operate the same in conformity with all applicable laws and take any action which, in Lender's judgment, is necessary or proper to conserve the value of the Mortgaged Property.

(f) Lender shall have all of the rights and remedies provided in the Uniform Commercial Code, including the right to proceed under the Uniform Commercial Code provisions governing default as to any Personal Property separately from the real estate included within the Mortgaged Property, or to proceed as to all of the Mortgaged Property in accordance with its rights and remedies in respect of said real estate. If Lender should elect to proceed separately as to such Personal Property, Mortgagor agrees to make such Personal Property available to Lender at a place or places acceptable to Lender, and if any notification of intended disposition of any of such Personal Property is required by law, such notification shall be deemed reasonably and properly given if given at least ten (10) days before such disposition in the manner hereinafter provided.

(g) Lender shall have the right and remedy to file proof of claim and other documents as may be necessary or advisable in order to have its claims allowed in any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting Mortgagor, its creditors or its property, for the entire

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amount due and payable by Borrower in respect of the Obligations at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Borrower after such date.

Each remedy herein specifically given shall be in addition to every other right now or hereafter given or existing at law or in equity, and each and every right may be exercised from time to time and as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one (1) right shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right. Lender shall have all rights and remedies available under the law in effect now and/or at the time such rights and remedies are sought to be enforced, whether or not they are available under the law in effect on the date hereof.

Section 4.3. Expenses of Exercising Rights Powers and Remedies. Reasonable expenses (including any receiver's fees, attorneys' and legal assistants' fees, appraisers' fees, environmental engineers' and/or consultants' fees, costs incurred for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after completion of the foreclosure) of procuring all abstracts of title, continuations of abstracts of title, title searches and examinations, title insurance policies and commitments and extensions thereof, UCC and chattel lien searches, and similar data and assurances with respect to title as Lender may deem reasonably necessary either to prosecute any foreclosure action or to evidence to bidders at any sale which may be had pursuant to any foreclosure decree the true condition of the title to or the value of the Mortgaged Property, and agent's compensation) incurred by Lender after the occurrence of any Event of Default and/or in pursuing the rights, powers and remedies contained in this Mortgage shall be immediately due and payable by Borrower, with interest thereon from the date incurred at the Default Rate set forth in the Loan Agreement, and shall be added to the indebtedness secured by this Mortgage.

Section 4.4. Restoration of Position. In case Lender shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, Mortgagor and Lender shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property subject to the lien hereof.

Section 4.5. Marshalling. Mortgagor, for itself and on behalf of all Persons which may claim under Borrower, hereby waives all requirements of law relating to the marshalling of assets, if any, which would be applicable in connection with the enforcement by Lender of its remedies for an Event of Default hereunder, absent this waiver. Lender shall not be required to sell or realize upon any portion of the Mortgaged Property before selling or realizing upon any other portion thereof.

Section 4.6. Waivers. No waiver of any provision hereof shall be implied from the conduct of the parties. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The waiver or release of any breach of the provisions set forth herein to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision. No receipt of partial payment after acceleration of any of the Obligations shall waive the acceleration. No payment by Borrower or

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receipt by Lender of a lesser amount than the full amount secured hereby shall be deemed to be other than on account of the sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Lender may accept any check or payment without prejudice to Lender's right to recover the balance of such sums or to pursue any other remedy provided in this Mortgage. The consent by Lender to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

Section 4.7. Lender's Right to Cure Defaults. If Borrower or Mortgagor shall fail to comply with any of the terms of the Loan Documents with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair, or any other term contained herein or in any of the other Loan Documents, Lender may make advances to perform the same without releasing Borrower from any of the Obligations. Borrower agrees to repay upon demand all sums so advanced and all sums expended by Lender in connection with such performance, including without limitation attorneys' fees, with interest at the Default Rate set forth in the Loan Agreement from the dates such advances are made, and all sums so advanced and/or expenses incurred, with interest, shall be secured hereby, but no such advance and/or incurring of expense by Lender, shall be deemed to relieve Borrower from any default hereunder or under any of the other Loan Documents, or to release Borrower from any of the Obligations.

Section 4.8. Suits and Proceedings. Lender shall have the power and authority, upon prior notice to Mortgagor, to institute and maintain any suits and proceedings as Lender may deem advisable to (i) prevent any impairment of the Mortgaged Property by any act which may be unlawful or by any violation of this Mortgage, (ii) preserve or protect its interest in the Mortgaged Property, or (iii) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if, in the sole opinion of Lender, the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Lender's interest.

## ARTICLE V MISCELLANEOUS

Section 5.1. Binding Effect; Survival; Number; Gender. Subject to the provisions of Section 1.3 hereof, this Mortgage shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns. All agreements, representations and warranties contained herein or otherwise heretofore made by Borrower or Mortgagor to Lender shall survive the execution, delivery and foreclosure hereof. The singular of all terms used herein shall include the plural, the plural shall include the singular, and the use of any gender herein shall include all other genders, where the context so requires or permits.

Section 5.2. Severability. The unenforceability or invalidity of any provision of this Mortgage as to any person or circumstance shall not render that provision unenforceable or invalid as to any other person or circumstance.



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Section 5.3. Notices. Any notice or other communication to any party in connection with this Mortgage shall be given pursuant to the provisions of Section 9.7 of the Loan Agreement.

Section 5.4. Applicable Law. This Mortgage and the other Loan Documents shall be construed and enforceable in accordance with, and be governed by, the laws of the State of Illinois, without giving effect to conflict of laws principles thereof, but giving effect to federal laws of the United States applicable to national banks. Whenever possible, each provision of this Mortgage and any other statement, instrument or transaction contemplated hereby or relating hereto, shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Mortgage or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 5.5. Effect. This Mortgage is in addition and not in substitution for any other guarantees, covenants, obligations or other rights now or hereafter held by Lender from any other Person in connection with the Obligations.

Section 5.6. Headings. Headings of the Sections of this Mortgage are inserted for convenience only and shall not be deemed to constitute a part hereof.

Section 5.7. Fixture Filing. This instrument shall be deemed to be a Fixture Filing within the meaning of the Illinois Uniform Commercial Code, and for such purpose, the following information is given:

- |  |  |
|--|--|
| (a) Name and address of Debtor:  | Cole Taylor Bank, successor to Harris Trust and Savings as Trustee under Trust Agreement #84156<br>850 W. Jackson<br>Chicago, Illinois 60607 |
| (b) Name and address of Secured Party:   | U.S. Bank National Association<br>101 East Fifth Street<br>St. Paul, Minnesota 55101-1866<br>Attention: Dealer Finance Division              |
| (c) Description of the types (or items) of property covered by this Fixture Filing:                        | See granting clause on pages 2 and 3 hereof.   |
| (d) Description of real estate to which the collateral is attached or upon which it is or will be located: | See <u>Exhibit A</u> hereto.   |

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Some of the above-described collateral is or is to become fixtures upon the above-described real estate, and this Fixture Filing is to be filed for record in the public real estate records.

## ARTICLE VI ILLINOIS SPECIFIC PROVISIONS

Section 6.1. Waiver of Right of Redemption. Mortgagor hereby releases and waives any and all rights to retain possession of the Mortgaged Property after the occurrence of an Event of Default hereunder and any and all rights of redemption from sale under any order or decree of foreclosure pursuant to rights therein granted, on behalf of Mortgagor and all persons and entities interested beneficially in Mortgagor and each and every person acquiring any interest in, or title to, the premises described herein subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of 735 ILCS 5/15 - 1601 or other applicable law or replacement statutes.

Section 6.2. Financing Statements. Lender is hereby specifically and expressly authorized and empowered to prepare and file on behalf of Mortgagor and without the necessity of a signature by Mortgagor, any financing statement deemed necessary or appropriate by Lender in order to further evidence, perfect or continue the security interests granted in this Mortgage or in any other Loan Document.

Section 6.3. Compliance with Illinois Mortgage Foreclosure Law.

(a) In the event that any provision of this Mortgage shall be inconsistent with any provision of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 *et seq.*) (herein called the "Act") the provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of the Borrower or Mortgagor which are more limited than the rights that would otherwise be vested in Lender under the Act in the absence of said provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in any other section of this Mortgage, shall be added to the indebtedness secured by this Mortgage or by the judgment of foreclosure.

Section 6.4. Maximum Amount Secured. This Mortgage is given to secure payment of the Note, whether the entire amount thereof shall have been advanced to the Borrower at the date hereof, or at a later date, and to secure the payment and performance of all other liabilities and obligations of Borrower under the Note or the Loan Documents, and any other amount or

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amounts that may be added to the Indebtedness Secured Hereby by the terms of this Mortgage or any other Loan Documents, all of which Indebtedness Secured Hereby being equally secured with and having the same priority as any amounts advanced at the date hereof. It is agreed that any future advances made by Lender to or for the benefit of Borrower from time to time under this Mortgage or the Loan Documents shall be deemed to be obligatory, and the amount of any such advances and all interest accruing thereon, shall be equally secured by this Mortgage and have the same priority as all amounts, if any, advanced as of the date hereof and be subject to all of the terms and provisions of this Mortgage. The total amount of Indebtedness Secured Hereby may increase or decrease from time to time, but the total unpaid balance so secured at any one time, plus interest thereon, plus any disbursements made for the payment of taxes, levies, insurance or other liens, charges or encumbrances on the Mortgaged Property, plus interest on such disbursements at the applicable rate of interest, shall not exceed Five Hundred Percent (500%) of the face amount of the Note.

Section 6.5. Obligatory Advances. It is specifically understood and agreed that all funds which are advanced by Lender and employed in performance of the obligations of Mortgagor under this Mortgage, the Loan Agreement or the other Loan Documents or in the exercise of Lender's judgment that the same are necessary or desirable to complete, operate, maintain or market the Project or to protect Lender's security under the Loan Documents shall because of economic necessity and compulsion be deemed advanced by Lender under an obligation to do so regardless of the identity of the person or persons to whom such funds are furnished and shall be added to the Indebtedness evidenced by the Note and shall be equally secured by this Mortgage and shall have the same priority as all amounts, if any, advanced as of the date hereof.

Section 6.6. Land Trust Mortgage Exoneration. This Mortgage is executed by Mortgagor, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such trustee (and Mortgagor hereby warrants that it possesses full power and authority to execute this Mortgage) and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Mortgagor or on Mortgagor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and Mortgagor personally are concerned, the legal holder or holders of this Mortgage, the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to Borrower, any guarantors of the Note, the Mortgaged Property and any other property mortgaged or pledged to secure payment of the Note.

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

COLE TAYLOR BANK, as Trustee under Trust Agreement dated May 19, 1988 and known as Trust #94156 ~~AND NOT PERSONALLY~~

By: [Signature]  
Its: Vice President

Attest: [Signature]  
Its Trust Officer

STATE OF ILLINOIS )  
                                  ) ss.:  
COUNTY OF COOK )

On the 7<sup>th</sup> day of April in the year 2003 before me, the undersigned, a Notary Public in and for aforesaid State and County, personally appeared Kenneth E. Piek the Vice President of Cole Taylor Bank, an Illinois banking association, as Trustee under Trust Agreement dated May 19, 1988 and known as Trust #94156, for and on behalf of said Trust, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument as such officer, and acknowledged to me that he executed the as his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

{SEAL}  
\*and Linda L. Horcher, Sr.T.O.

[Signature]  
NOTARY PUBLIC  
My commission expires: 10-2-2004

THIS INSTRUMENT DRAFTED BY:  
(and after recording shall be returned to)  
Winthrop & Weinstine, P.A. (MTH)  
3000 Dain Rauscher Plaza  
60 South Sixth Street  
Minneapolis, Minnesota 55402



10194-52  
2020627v2

**UNOFFICIAL COPY****5. THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:****PARCEL 1:**

LOTS 46 TO 58, BOTH INCLUSIVE, (EXCEPTING THEREOF THAT PART OF SAID LOTS LYING BETWEEN THE NORTHEAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF MILWAUKEE AVENUE) IN BLOCK 4 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF SECTION 8, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOTS 39 TO 43, BOTH INCLUSIVE, (EXCEPTING THEREFROM THE PART OF SAID LOTS LYING BETWEEN THE NORTHEAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEAST LINE OF MILWAUKEE AVENUE) IN BLOCK 4 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION, BEING A SUBDIVISION OF THAT PART OF SECTION 8, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 3 TO 12, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SWEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE) IN BLOCK 2 IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4;**

LOTS 18 TO 20, BOTH INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS LYING BETWEEN THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SWEST OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE) BEING IN BLOCK 2 IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

**PARCEL 5:**

LOT 57 (EXCEPT THE SOUTH 23 FEET THEREOF) AND LOTS 58 TO 64, INCLUSIVE (EXCEPT THAT PART OF SAID LOTS 57 TO 64 TAKEN FOR STREET) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

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LOTS 31, 32, AND 33 IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) (EXCEPT FROM SAID PREMISES THAT PART LYING BETWEEN THE NORTH EAST LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE TAKEN FOR WIDENING MILWAUKEE AVENUE) IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 34 (EXCEPT THE SOUTHWESTERLY 21 FEET THEREOF) IN BLOCK 3 IN BUTLER'S CARPENTER AND MILWAUKEE AVENUE SUBDIVISION BEING A SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE EXCEPT THE NORTH 666 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOTS 20 AND 21 (EXCEPT THAT PART TAKEN FOR WIDENING OF MILWAUKEE AVENUE) AND LOT 22 (EXCEPT THE NORTHEASTERLY 21 FEET THEREOF) IN BLOCK 1 IN MILWAUKEE AVENUE FRONT BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOTS 23 AND 24 IN BLOCK 1 IN MILWAUKEE AVENUE FRONT BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART OF SAID LOTS 23 AND 24 LYING BETWEEN SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE SOUTHWESTERLY LINE OF SOUTHWEST MILWAUKEE AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 54 (EXCEPT THAT PART LYING BETWEEN THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE 21 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE) IN BLOCK 3 IN BUTLERS CARPENTER AND MILWAUKEE AVENUE SUBDIVISION OF THAT PART OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF MILWAUKEE AVENUE (EXCEPT THE NORTH 666 FEET THEREOF) IN <CCIL.

PARCEL 11:

LOT 13 IN BLOCK 2 (EXCEPT THAT PART CONVEYED TO CITY OF CHICAGO BY DOCUMENT 9950441) IN MILWAUKEE AVENUE FRONT, BEING A SUBDIVISION OF BLOCKS 1 AND 2 IN OLIVER H. HORTON'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING BETWEEN RAND ROAD AND THE NORTH MILWAUKEE PLANK ROAD IN SECTION 8, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.