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Doc#: 0335140016
Eugene "Gene" Moore Fee: \$56.00
Cook County Recorder of Deeds
Date: 12/17/2003 07:31 AM Pg: 1 of 17

PREPARED BY
AND MAIL TO:
Taft, Stettinius & Hollister LLP
1800 U. S. Bank Tower
425 Walnut Street
Cincinnati, OH 45202-3957

OPEN -END MORTGAGE

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Exhibit "A" - Legal Description

Exhibit "B" - Prior Mortgages and Liens

OPEN-END MORTGAGE

MAXIMUM PRINCIPAL AMOUNT \$15,000,000

WHEREAS, U.S. BANK NATIONAL ASSOCIATION (previously known as Star Bank, National Association and thereafter as Firststar Bank, N.A.), a national banking association ("USB"), KEYBANK, NATIONAL ASSOCIATION, a national banking association ("Key"), BANK ONE, N.A. (previously known as NBD Bank, N.A. and thereafter as Bank One, Indiana, N.A.), a national banking association ("Bank One"), COMERICA BANK, a Michigan banking corporation ("Comerica", and together with USB, Key and Bank One, the "Banks"), and U.S. BANK NATIONAL ASSOCIATION, in its capacity as agent for the Banks hereunder (the "Agent"), extended certain loans and other financial accommodations (the "Original Loans") to HICKMAN, WILLIAMS & COMPANY ("HW"), a Delaware corporation, in the maximum principal amount of \$15,000,000 pursuant to an Amended and Restated Loan Agreement effective as of August 13, 2002 (as the same has been or may be extended, renewed, modified, amended or supplemented at any time and from time to time, the "Original Loan Agreement"); and

WHEREAS, HICKMAN, WILLIAMS & COMPANY OF KENTUCKY, a Kentucky corporation ("HWK"), desires to purchase certain assets (including accounts receivable, inventory, personal and real property, and equipment) owned by McClain Corporation, a Delaware corporation ("McClain"), and relating to the carbon processing business of McClain (the "McClain Assets"); and

WHEREAS, the Banks have agreed to permit the acquisition of the McClain Assets without requiring the payment and satisfaction of the indebtedness of HW represented by the Original Loans and as a condition thereof, and in connection therewith, Agent, the Banks, HW, HWK and HICKMAN, WILLIAMS CANADA, INC., a Canadian corporation ("HW Canada") have entered into that certain Second Amendment to Amended and Restated Loan Agreement effective as of October 10, 2003 (the Original Loan Agreement, as amended by said Second Amendment, together with any extensions or renewals thereof and as it may be modified, amended or supplemented at any time and from time to time, the "Loan Agreement") (all loans and financial accommodations the Banks are obliged to make pursuant to the Loan Agreement, including the Original Loans, whether non-existing or hereafter made, being referred to as the "Loans"); and

WHEREAS, the Loans are evidenced by various promissory notes, and are secured without limitation by various security agreements and open-end mortgages and this Mortgage, and are guaranteed by certain business guaranties given by HWK and HW Canada (the Loan Agreement, the various promissory notes, security agreements, open-end mortgages, business guarantees, other guaranties, a certain Environmental Indemnity Agreement executed by HWK in favor of Agent and the Banks of even date herewith, and

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every other instrument evidencing, guaranteeing or securing the Loans, as any or all of the same may be extended, renewed, modified, amended or supplemented at any time and from time to time, are sometimes referred to collectively herein as the "Loan Documents" and all of the indebtedness and other obligations in favor of Agent and/or any of the Banks under the Loan Documents or any other debts, liabilities, and obligations of HWK or HWK to the Banks and/or the Agent being referred to collectively as the "Obligations"); and

WHEREAS, the Loans must be paid in full together with accrued and unpaid interest thereon on or before July 31, 2004 (subject to extension as provided in the Loan Documents);

NOW, THEREFORE, HWK, for good and valuable consideration, does hereby MORTGAGE AND WARRANT unto Agent for the benefit of the Banks, having its tax-mailing address at the location specified in paragraph 20, its successors and assigns:

All of the estate, right, title and interest of HWK in and to the real property described in Exhibit "A" attached hereto and made a part of this instrument (the "Property"), such Property being situate in Cicero, Cook County, Illinois,

TOGETHER with all buildings, structures and other improvements now or hereafter located on the Property; all the easements and appurtenances thereto, whether now owned or hereafter acquired, including all rights of ingress and egress to and from adjoining property; all machinery, fittings, fixtures, and personal property attached to the Property or used in the operation or maintenance thereof, together with all additions and accessions thereto and replacements thereof; HWK's interest as lessor or lessee in and to all leases of or relating to the Property, or any part thereof, heretofore or hereafter made, intending that in case of foreclosure sale, the interest of HWK in any such leases then in force shall pass to the purchaser at such sale as part of the Property, subject to election by the purchaser to terminate or enforce any of such leases hereafter made; all awards as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any other injury to, taking of, or decrease in the value of any of the Property; and all proceeds under insurance policies on or with respect to the Property, to the extent of the Obligations.

All the foregoing encumbered by this Open End Mortgage (referred to hereinafter as the "Mortgage") are collectively referred to herein as the "Premises".

TO HAVE AND TO HOLD the Premises unto Agent, its successors and assigns, forever.

HWK covenants with Agent (1) that HWK is lawfully seized of the Premises in fee simple, (2) that HWK has full power, right and authority to convey and mortgage the same, (3) that, except for liens, if any, listed in Exhibit "B" attached hereto, upon recording, the lien of this Mortgage shall constitute a first and best lien on the Premises, (4) that the Property and the Premises are free and clear of all encumbrances and any interest of any other person whatsoever, except for those liens, if any, set forth in Exhibit

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"B", and easements and restrictions now of record, and (5) that it does warrant and will defend the title to the same against the claims of all persons whomsoever except claims arising from easements and restrictions now of record and those items, if any, set forth in Exhibit "B".

HWK COVENANTS AND AGREES:

1. Sum Secured; Repayment. This Mortgage is given by HWK to secure the Obligations, including indebtedness in the principal amount outstanding from time to time under the promissory note or notes evidencing the Loans or any extension, renewal or modification thereof, not to exceed the principal amount of FIFTEEN MILLION DOLLARS (\$15,000,000) at any particular time, together with interest thereon and all other sums which may be advanced, re-advanced or otherwise become due to Agent or the Banks under the Loan Documents, or any extension, renewal, or modification thereof, including, without limitation, Loans made on a demand, term or revolving credit basis. The Obligations include all indebtedness of HW and HWK to Agent or the Banks and their respective successors and assigns, whether any of them is acting for its own account, as agent or trustee, or a combination of the foregoing. The Loan Documents may be renewed, extended or modified and new Loan Documents may be executed (except for an increase in the maximum principal amount) without in any way affecting this Mortgage. HWK agrees to perform and keep free from default any prior mortgage or other agreement affecting the Premises, if any. All payments received by Agent shall be applied by Agent in whatever order as Agent may elect, exercising its sole discretion.
2. Condition of the Premises. HWK shall keep the Premises in good condition and repair, and not commit or permit anything which may in any way impair the value of the Premises; neither shall HWK remove or permit the removal of any building, improvement or fixture from the Premises, except in the normal course of business. HWK shall cause the Premises to comply continuously with all laws, regulations, environmental controls and other requirements of governmental authority relating to the Premises.
3. Taxes, Assessments, Liens and Judgments. HWK shall pay on or before the date that they become due and payable without penalty, all taxes, liens, judgments or assessments which may accrue, be levied or assessed upon the Premises, or any part thereof, or which may be or become a lien upon the Premises, and HWK, upon ten (10) days notice, will deliver to Agent, at its request, the official receipt or receipts evidencing such payment; provided, however, that if HWK shall in good faith, and by proper legal action, contest any such taxes, liens, judgments or assessments or other charges, or the validity thereof, and shall have established on its books a reserve for the payment thereof in such amount as Agent may require, and, at the option of Agent, shall have taken such other actions as Agent shall deem necessary to protect the Premises and the priority of the lien of this Mortgage, then HWK shall not be required to pay the same during the maintenance of said reserve and as long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to HWK.

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4. Insurance. HWK shall keep the Premises insured against fire, windstorm, other hazards included within the term "all-risk coverage" and such other hazards as may be required by Agent, from time to time, for its replacement cost; and if this Mortgage is assigned by Agent, against such other hazards as such assignee may from time to time require; and shall deliver to Agent policies for such insurance in form and amount, and written by companies satisfactory to Agent and first payable in case of loss to Agent, full power being hereby given to Agent as HWK's Attorney-in-Fact, coupled with an interest, to settle and compromise claims or bring suit to recover thereunder, to apply the net proceeds therefrom, after deducting all costs of collection, including attorney fees, in reduction of the indebtedness hereby secured, whether or not the same is then due and payable, or, at its option, toward the repair, reconstruction or restoration of the Premises, and in the event of foreclosure to assign each such policy to the transferee of the Premises. Such policies of insurance shall each provide that the policy may not be cancelled without ten (10) days prior written notice to Agent. Except as otherwise provided herein, all premiums for such insurance policies shall be paid by HWK making payment, on or before the due date thereof, directly to the insurance carrier. In the event of loss, HWK shall give prompt notice to the insurance carrier and Agent, and Agent may make proof of loss if not made promptly by HWK. Each insurance company concerned is hereby authorized and directed to make payments for such loss (up to the amounts secured hereby) directly to Agent, instead of to HWK and Agent jointly.
5. Other Encumbrances. HWK shall pay any debt, claim or other charge for repairs or improvements that may have been made or may hereafter be made on, and which may become a lien against, the Premises or any part thereof, and shall not permit any lien or encumbrance of any kind, except the liens and encumbrances, if any, set forth in Exhibit "B" attached hereto, to accrue or remain on the Premises or any part thereof.
6. Rents, Issues and Profits. The rents, issues and profits of the Premises are hereby pledged as additional security for the Obligations, and Agent shall have the right, at any time after default in the payment or in the performance of any of the Obligations which is not cured within the longer of fifteen (15) days or the period (if any) specified in the applicable Loan Documents, without regard to the adequacy of any security for the Obligations and with or without the appointment of a receiver, to enter upon and take possession of the Premises and to collect such rents, issues and profits, and apply the same less the cost of curing such default and less the cost of operation, maintenance and repair, and reasonable collection, management and attorney fees, in reduction of the Obligations.
7. Leases of Premises. Upon Agent's request, from time to time, HWK shall furnish Agent with a statement, in affidavit form and in such reasonable detail as Agent may require, of all leases (for a period of more than two weeks) of the Premises, if any, and, on demand, furnish Agent with executed counterparts of any and all such leases. HWK shall, as requested by Agent and subject to the rights of any prior lender listed in Exhibit "B", if any, assign to Agent by specific assignment (which assignment shall be transferable only in conjunction with this Mortgage, and shall expressly so provide) any leases, now or hereafter executed with respect to the Premises, in which HWK, its

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successors or assigns are lessor, and Agent may give written notice of such assignments to the lessees therein named.

8. Inspections. Agent shall have the right, at reasonable times, to inspect the books and records relating to the operation of the Premises and make copies thereof, which books and records shall be kept at the Premises or in Cincinnati, Ohio. Agent shall also have the right, at any time, to inspect the Premises.

9. Change in Law. In the event of the enactment after this date of any law of the state or the locality in which the Premises are located deducting from the value of the land for the purpose of taxation the amount of any lien thereon, or imposing upon Agent the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by HWK, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or HWK's interest in the Property, or the manner or collection of taxes, so as to affect this Mortgage or any other Loan Documents, then, and in any such event, HWK upon demand by Agent, shall pay such taxes or assessments, or reimburse Agent therefor.

10. Right to Cure Default; Protection of Security. Upon failure of HWK to comply with any of the provisions hereof or any of the provisions of the other Loan Documents, Agent may enter upon the Premises (but without any obligation so to do) and make repairs, procure insurance, pay taxes and assessments and pay any debt, claim or other charge which HWK should have made, procured or paid (the receipt of the creditor or proper tax official being conclusive evidence of the amount, validity and the fact of payment thereof), or cure any default of HWK. In addition, if any action or proceeding is threatened or commenced which may or does materially and adversely affect HWK's or Agent's interest in the Premises, including, but not limited to, eminent domain, insolvency or arrangements or proceedings involving a bankrupt, then Agent, at its option, may make such appearances, disburse such sums and take such action as Agent considers necessary to protect its interest, including, but not limited to, disbursement of reasonable attorney fees and entry upon the Premises to make repairs. All sums so paid or expenses incurred by Agent in exercising its rights under this paragraph 10 shall be immediately due and payable by HWK, shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents, and shall be secured hereby. Nothing contained in this paragraph 10 shall (i) require Agent to incur any expense or do any act hereunder or (ii) limit any other rights or remedies Agent may have under this Mortgage or otherwise.

11. Change of Ownership. If the Premises or any part thereof is sold, transferred, conveyed, encumbered or assigned or placed under contract to do any of the foregoing, without the prior written consent of Agent, Agent, at its option, may declare the entire indebtedness secured hereby immediately due and payable and may exercise any other rights it may have under this Mortgage or at law or in equity. Any change whatsoever in the ownership, legal or beneficial, of HWK which changes the identity of persons, directly or indirectly, having the controlling interest in a corporation or the ownership, legal or beneficial, of any partnership or other entity which constitutes all or

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part of HWK, shall be considered to be a sale or transfer within the meaning of this paragraph 11.

12. Expenses of Agent. HWK shall pay all sums, including costs and attorney fees, which Agent may incur in any proceedings to defend the title or possession of the Premises or to prevent the commission of waste or to establish or preserve the lien of this Mortgage or its priority, or in connection with any suit to enforce this Mortgage or recover the indebtedness hereby secured. All such sums shall be immediately due and payable by HWK, shall bear interest at the highest rate permitted to be charged on delinquent installments of principal and interest under the Loan Documents and shall be hereby secured.

13. Default. In the event of default (not cured within any applicable period) under any of the Loan Documents, or if HWK fails to make any payment or to perform any obligation in accordance with the terms of this Mortgage and such failure is not cured within ten (10) days of mailing of written notice by Agent of such failure; then, and in any such event (each of such events herein occasionally referred to as a "default"), at the option of Agent, the entire indebtedness secured by this Mortgage shall immediately become due and payable and shall bear interest at the highest default rate permitted to be charged under the applicable Loan Documents, and this Mortgage shall become absolute and subject to foreclosure; and Agent, in addition to all other remedies available under the Loan Documents or at law or in equity, shall have the right and power to do any one or more of the following: (1) sell the Premises if permitted by law, (2) seek the foreclosure sale of the Premises pursuant to this Mortgage, (3) apply without notice, the same being hereby waived, for the appointment of a receiver of the rents and profits of the Premises, or (4) enter upon and take possession of the Premises and let the Premises and receive the rents, issues and profits thereof, make repairs and apply said rentals and profits thereto, and apply said rentals and profits, after payment of all necessary or proper charges and expenses, on account of the amount hereby secured. HWK, immediately after any such default, shall vacate the Premises within three (3) days after written demand has been made therefor by Agent by delivering such demand at the Premises, and upon HWK's failure so to do Agent shall forthwith be entitled to recover possession of the Premises by action of forcible entry and detainer, or otherwise. Upon proceedings being commenced for the foreclosure sale of the Premises pursuant to this Mortgage, Agent shall be at liberty to apply for the appointment of a receiver as a matter of right without consideration of the value of the Premises as security for the amount due Agent or the solvency of any person or persons liable for the payment of such amount.

14. Environmental Condition of Premises. HWK represents and warrants that to the best of its knowledge and except as disclosed in the Expanded Phase I Environmental Site Assessment prepared by Earth Tech, Inc. dated August 2003 (the "Phase I"), there has never been any event ("Environmental Event") at, on or in connection with the Premises which would be deemed a release or a disposal of any hazardous, toxic or dangerous substance, waste or material or any solid waste, pollutant or contaminant ("Hazardous Material") defined as such in, or for the purpose of, the Comprehensive Environmental Response, Liability and Compensation Act, 42 U.S.C. 9601, et seq., any so-called "Superfund" or "Superlien" law, or any other federal, state or

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local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability for any hazardous, toxic or dangerous substance, waste or material or any solid waste, pollutant or contaminant ("Environmental Law"). If HWK receives (a) any notice of any Environmental Event affecting HWK or the Premises or any part thereof or (b) any complaint, order, citation or notice with regard to air emissions, water discharges, noise, emissions or any other environmental, health or safety matter affecting HWK or the Premises or any part thereof from any court, governmental or quasi-governmental agency or other entity which is authorized by law to issue orders under any Environmental Law or from anyone else, HWK shall, within three (3) days, give written notice thereof to Agent. If at any time it is determined that there are any Hazardous Materials located on the Premises, HWK shall diligently commence to take such action, at its sole expense, to comply with all environmental requirements pertaining to such materials. Failure of HWK or the Premises to comply promptly with all environmental requirements of federal, state or local law, statute, ordinance or regulation, rule, court or administrative order or decree, or private agreement, shall constitute and be a default under this Mortgage, and Agent, in lieu of foreclosure and any other remedy available to it at law or in equity, shall have the option to require specific performance of HWK's obligations hereunder.

Agent, at its option, may cause the Premises to be inspected from time to time by an environmental consultant for the purpose of assessing the compliance by HWK and of the Premises with all the requirements of this paragraph 14. HWK shall consult with and cooperate with any such consultant. HWK shall, promptly upon request of Agent, pay the costs and expenses incurred by Agent in connection with such an inspection (including any excavation, testing, boring, drilling and chemical analysis) upon receipt of a statement thereof from Agent. The payment of such costs and expenses shall be secured by this Mortgage and shall bear interest at the highest rate set forth in the Loan Documents.

In the event that Agent determines that a release of a Hazardous Material into the environment is threatened or occurring at the Premises other than as documented in the Phase I, Agent may direct HWK, at the sole cost and expense of HWK, to prevent such release and/or to remedy the adverse impact upon the environment occurring as a result of such a release. In the event HWK fails to commence to comply with any direction given by Agent pursuant to this paragraph 14, or to proceed diligently and promptly to complete such compliance, Agent shall have the right, but not the obligation, to cause its contractors to enter the Premises to cause such compliance and HWK shall pay to Agent the costs and expenses incurred by Agent in causing such compliance, together with interest on the amount of such costs and expenses from the time Agent incurs such costs and expenses at the highest rate set forth in the Loan Documents, and the payment of such costs and expenses shall be secured by this Mortgage. In the alternative, and at the option of Agent, Agent may seek a decree of specific performance or other injunctive relief to enforce HWK's obligations under this paragraph 14.

Without limiting any other obligations of HWK under this Mortgage or the other Loan Documents, HWK hereby agrees to defend, indemnify and hold harmless Agent and the Banks and their respective directors, officers, employees, agents, contractors,

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subcontractors, licensees, invitees, successors and assigns, from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney fees and claims arising out of loss of life, injury to persons, property, or business or damage to natural resources) in connection with the activities of HWK, its predecessors in interest, third parties who have trespassed on the Premises, or parties in contractual relationships with HWK, or any of them, whether or not occasioned wholly or in part by any condition or accident or event caused by an intentional or unintentional act or omission of Agent (other than to the extent caused by an act or omission of Agent which constitutes willful misconduct or gross negligence on the part of Agent) which arises out of: (a) the actual, alleged or threatened release of a Hazardous Material upon and/or from the Premises into the environment; (b) the use, specification, or inclusion of any Hazardous Material on the Premises, or the failure to detect the same; or (c) the improper disposal of a Hazardous Material from the Premises. HWK shall bear, pay and discharge as and when the same becomes due and payable, any and all such judgments or claims for damages, penalties or otherwise against Agent or any of the Banks, shall hold Agent and the Banks harmless for such claims, losses, damages, liabilities, costs and expenses, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any occurrence set forth in this paragraph 14. The performance of the obligations of HWK under this paragraph 14 shall be secured by this Mortgage. Notwithstanding anything in this Mortgage or the Loan Documents to the contrary, the obligations of HWK under this paragraph 14 shall be deemed part of the Obligations and shall survive the release of this Mortgage, delivery of any deed in lieu of foreclosure of this Mortgage, or any foreclosure of this Mortgage.

15. Non-Waiver. The delay or the failure of Agent to exercise any of its options to accelerate the indebtedness secured hereby, or to exercise its other rights or remedies in connection with any violation of the conditions, agreements or covenants of this Mortgage or the other Loan Documents, shall not constitute a waiver of the right to exercise such rights because of any subsequent violation, and in determining whether a default has occurred, time shall be considered to be of the essence of this Mortgage.

16. Costs of Collecting or Securing the Indebtedness. All costs of collecting, securing or attempting to collect or secure the Obligations, including attorney fees if permitted by law to be included, shall be deemed a part of the indebtedness secured hereby. The validity of the provisions in the Loan Documents relating to the collection of attorney fees, and other expenses incident to collecting or securing the indebtedness hereby, or enforcing or protecting the security for such indebtedness, shall be enforceable to the fullest extent permitted by law, any law or decision to the contrary being hereby waived by HWK to the extent permitted by law.

17. Extension. Extension of the time for payment or modification of the required amortization of the sums secured by this Mortgage granted by Agent or by any of the Banks to HW or HWK or to any successor in interest shall not operate to release, in any manner, the liability of HWK (as the original mortgagor) for the indebtedness secured hereby.

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18. Cumulative Effect. All remedies provided in this Mortgage are distinct and cumulative to any other rights or remedies provided in the other Loan Documents, or afforded by law or equity, and may be exercised concurrently, independently or successively with such other rights or remedies. HWK acknowledges that Agent has acquired, and may in the future acquire, security interests in other real and personal property as security for the Obligations. Acquisition, modification, compromise, or release of other security shall not release or impair in any way this Mortgage or any of HWK's obligations hereunder. In the event of default, Agent may exercise any available remedy in such order, successively or concurrently, as Agent may determine in its absolute discretion; any marshalling of liens or other principle of law which might limit the time or manner in which Agent exercises its remedies being hereby waived.

19. Binding Effect and Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of HWK and Agent; provided that the terms of this paragraph 19 shall not be deemed to limit in any way, the provisions of paragraph 11 hereof. All covenants and agreements of HWK shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

20. Notices. Any notice, demand or other communication provided for in this Mortgage shall be in writing and be mailed by certified mail, return receipt requested, to the address set forth below or to such address as either party hereto may designate by notice to the other, and shall be deemed given upon mailing, postage prepaid, return receipt requested, to the addressee.

If to Agent: U.S. Bank National Association
U.S. Bank Tower
425 Walnut Street
Cincinnati, Ohio 45202
Attn: Derek S. Roudebush, Vice President

If to HWK: Hickman, Williams & Company of Kentucky
250 E. Fifth Street
Columbia Plaza, Suite 1110
Cincinnati, Ohio 45202
Attn: Executive Vice President

21. Severability. In the event that any provision or clause of this Mortgage or the other Loan Documents conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the other Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the other Loan Documents are declared to be severable.

22. Security Interest. If any of the property herein mortgaged is of a nature such that a security interest therein can be perfected under the Uniform Commercial Code, this instrument shall also constitute the grant of a security interest therein to Agent

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and serve as a Security Agreement, and HWK agrees to execute any Financing Statements and to execute any other instruments that may be required for the further specification, perfection or renewal of such security interest.

PROVIDED, ALWAYS, that if the Obligations shall be fully kept and performed, and after the Loan Agreement and the obligations thereunder have terminated, then these presents and the estate hereby granted shall cease, determine and be void.

IN WITNESS WHEREOF, HWK has executed this Mortgage effective, as of the 10th day of October, 2003.

HWK:

HICKMAN, WILLIAMS & COMPANY
OF KENTUCKY

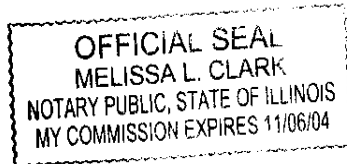
By: James E. Sander
James E. Sander
Vice President and CFO

Seal: Articles of Incorporation and Law of State of
Incorporation require no seal

mlc
STATE OF ~~OHIO~~ *Illinois*)
COUNTY OF ~~HAMILTON~~ *Cook*)
mlc

The foregoing instrument was acknowledged before me this 10 day of October, 2003, by JAMES F. SANDER, the Vice President and CFO of HICKMAN, WILLIAMS & COMPANY OF KENTUCKY, a Kentucky corporation, on behalf of the corporation.

Melissa L. Clark
Notary Public



This instrument prepared by,
and when recorded mail to:

Monica L. Olszewski
Taft, Stettinius & Hollister LLP
1800 U.S. Bank Tower
425 Walnut Street
Cincinnati, Ohio 45202-3957

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(513) 381-2838

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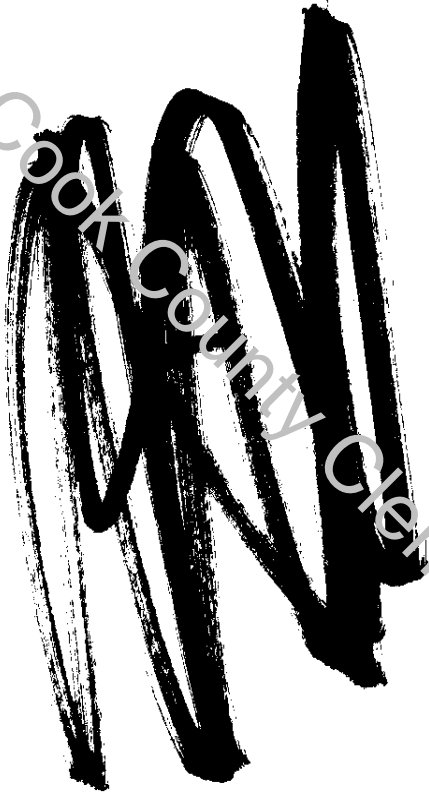


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EXHIBIT "A"

Legal Description

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several overlapping, vertical, brush-like strokes that completely obscures the text underneath it.

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008148826 NSC
 STREET ADDRESS:
 CITY: COUNTY:
 TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1

LOTS 1 THROUGH 18 INCLUSIVE IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCKS 3 AND 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124, IN COOK COUNTY, ILLINOIS

PARCEL 2:

PART OF BLOCK 3 IN GRANT LAND ASSOCIATION RESUBDIVISION OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH 55TH COURT, WITH A LINE PARALLEL TO AND 250 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE EAST ON LAST DESCRIBED LINE 264.31 FEET TO POINT 36.1 FEET WEST OF CENTER LINE OF A 16 FOOT EASEMENT OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY; THENCE SOUTHEASTERLY ON A STRAIGHT LINE 226.8 FEET TO POINT IN THE WEST LINE OF SAID EASEMENT, SAID POINT BEING 475.05 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE EAST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO CENTER LINE THEREOF; THENCE SOUTH ON THE CENTER LINE OF SAID EASEMENT 161.30 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO WEST LINE THEREOF; THENCE NORTHWESTERLY ON A STRAIGHT LINE 107.25 FEET TO A POINT IN A LINE PARALLEL TO AND 530 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, SAID POINT BEING 21.32 FEET WEST OF CENTER LINE OF 16 FOOT EASEMENT AFORESAID; THENCE WEST ON SAID LAST DESCRIBED PARALLEL LINE 278.95 FEET TO THE EAST LINE OF SOUTH 55TH COURT, THENCE NORTH ON THE EAST LINE OF SOUTH 55TH COURT 280 FEET TO THE PLACE OF BEGINNING; EXCLUDING, HOWEVER, PART OF BLOCK 3 OF THE GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF SOUTH 55TH COURT AT A POINT OF INTERSECTION WITH A LINE PARALLEL TO AND 530 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, THENCE EAST ON SAID PARALLEL LINE 279.24 FEET, MORE OR LESS, TO A POINT 21.32 FEET WEST OF THE EAST LINE OF SAID BLOCK 3; THENCE NORTHWESTERLY 6 INCHES MORE OR LESS TO A POINT ON A LINE 6 INCHES NORTH OF THE BOUNDARY LINE FIRST ESTABLISHED BY THIS DESCRIPTION; THENCE WEST ALONG SAID PARALLEL LINE TO A POINT 6 INCHES NORTH OF POINT OF BEGINNING; THENCE SOUTH 6 INCHES TO POINT OF BEGINNING, CONVEYED TO ATLAS FORGINGS COMPANY SEPTEMBER 16, 1966 IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE NORTH 100 FEET OF THAT PART OF BLOCK 3 OF THE GRANT LAND ASSOCIATION

(CONTINUED)

UNOFFICIAL COPY**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1409 008148826 NSC

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

LEGAL DESCRIPTION:

RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT, AND SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST (EXCEPT PART SOLD TO THE GENERAL MILLWORK COMPANY) ALSO PART OF BLOCK 3 FOR SWITCH TRACK CONNECTION TO 16 FOOT EASEMENT OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE CENTER LINE OF THE 16 FOOT EASEMENT TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY 152.3 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED EAST; THENCE SOUTH ON SAID CENTER LINE 161.45 FEET; THENCE WEST AT RIGHT ANGLES TO SAID CENTER LINE 8 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE 215.46 FEET TO A POINT IN A LINE 100 FEET SOUTH OF THE SOUTH LINE OF 14TH STREET EXTENDED AND 34.68 FEET WEST OF CENTER LINE OF THE EASEMENT AFORESAID; THENCE EAST ON A LINE 100 FEET SOUTH OF 14TH STREET EXTENDED 20.15 FEET TO WESTERLY LINE OF LAND CONVEYED TO THE GENERAL MILL WORK COMPANY BY DEED RECORDED DECEMBER 20, 1916 AS DOCUMENT 6015715; THENCE SOUTHEASTERLY ON SAID LAST DESCRIBED LINE 52.69 FEET; THENCE EAST 8 FEET ON A LINE AT RIGHT ANGLES TO CENTER LINE OF THE 16 FOOT EASEMENT TO THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THAT PART OF BLOCK 3 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SOUTH 55TH COURT 100 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST; THENCE EAST ON A LINE PARALLEL TO AND 100 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST 265.6 FEET TO A POINT WHICH IS 34.68 FEET WEST OF THE CENTER LINE OF THE 16 FOOT EASEMENT OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, THENCE SOUTHEASTERLY ON A STRAIGHT LINE 215.46 FEET TO A POINT IN THE WEST LINE OF SAID EASEMENT, SAID POINT BEING 313.75 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST; THENCE EAST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO CENTER THEREOF; THENCE SOUTH ALONG CENTER OF SAID EASEMENT 161.3 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EASEMENT 8 FEET TO THE WEST LINE THEREOF; THENCE NORTHWESTERLY ON A STRAIGHT LINE 226.8 FEET TO A POINT ON A LINE 250 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST, SAID POINT BEING 36.1 FEET WEST OF THE CENTER LINE OF SAID 16 FOOT EASEMENT, THENCE WEST ON A LINE PARALLEL TO AND 250 FEET SOUTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST A DISTANCE OF 264.21 FEET TO THE EAST LINE OF SOUTH 55TH COURT, THENCE NORTH ALONG THE EAST LINE OF SOUTH 55TH COURT, 150 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 008148826 NSC

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 5:

LOTS 19 AND 20 IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCK 3 AND (EXCEPT THE SOUTH 921 FEET) OF THE WEST PART OF BLOCK 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124 ALL IN COOK COUNTY, ILLINOIS

PARCEL 6:

LOTS 21 AND 22 IN BLOCK 2 IN SUBDIVISION OF WEST PART OF BLOCK 3 AND (EXCEPT THE SOUTH 921 FEET) OF THE WEST PART OF BLOCK 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN THE NORTHWEST 1/4 AND THE SOUTH 1/2 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124 IN COOK COUNTY, ILLINOIS

PARCEL 7:

LOTS 23 AND 24 IN BLOCK 2 IN THE SUBDIVISION OF THE WEST PART OF BLOCK 3 AND (EXCEPT THE SOUTH 921 FEET) OF THE WEST PART OF BLOCK 6 IN GRANT LAND ASSOCIATION, A RESUBDIVISION IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 13, 1915 AS DOCUMENT 5561124 ALL IN COOK COUNTY, ILLINOIS

16-21-101-044
16-21-101-045
16-21-101-046
16-21-101-047
16-21-101-048
16-21-101-049
16-21-101-050

16-21-101-063
16-21-102-008
16-21-102-009

CK/A
LEGALD

1410 S. 55th Ct, Cicero, IL
1425 S. 55th Ct, Cicero, IL

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EXHIBIT "B"

Prior Mortgages and Liens

Property of Cook County Clerk's Office

A large, thick, black scribble consisting of several overlapping, curved lines, obscuring the text "Property of Cook County Clerk's Office" and the word "County" in the background.