



Candyland Parcel

Doc#: 0425442306  
Eugene "Gene" Moore Fee: \$82.00  
Cook County Recorder of Deeds  
Date: 09/10/2004 01:30 PM Pg: 1 of 30

This document prepared  
by and when recorded  
mail to:

Keith L. Moore, Esq.  
806 Greenwood Street  
Evanston, IL 60201

**MORTGAGE, SECURITY AGREEMENT  
AND FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of this 3rd day of September, 2004, by CANDYLAND, LLC, an Illinois limited liability company ("Borrower") to FIRST BANK AND TRUST COMPANY OF ILLINOIS (herein together with its successors and assigns, including each and every from time to time holder of the Note hereinafter described called "Mortgagee").

**WITNESETH**

WHEREAS, Borrower is the owner and holder of fee simple title in and to all of the real estate described in Exhibit "A" attached hereto and by this reference made a part hereof which real estate forms a portion of Premises hereinafter described;

WHEREAS, Borrower and CANDY BUILDING, LLC, an Illinois limited liability company ("Candy Building"), jointly and severally, have concurrently herewith executed and delivered that certain Promissory Note of even date herewith (herein called the "Note"), payable to the order of Mortgagee in the original principal sum of EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$800,000.00) and bearing interest on such principal from time to time outstanding at the rate specified in the Note; and

WHEREAS, Borrower and Candy Building, jointly and severally as Borrower, and Mortgagee have concurrently herewith entered into a certain Loan Agreement of even date herewith (herein called the "Loan Agreement"), pursuant to which Mortgagee has agreed to make a loan to Borrower and Candy Building in up to the principal amount of the Note for the refinancing of the Premises; and

WHEREAS, the (i) indebtedness evidenced by the Note and the Loan Agreement and the other Loan Documents, as defined in the Loan Agreement, including the principal thereof and interest and premiums, if any thereon, and all substitutions, modifications, amendments, restatements, extensions or renewals thereof, in whole or in part, (ii) any further advances made by holder of the Note to Borrower or any other Maker under the Note or the Loan Agreement, for any purpose set forth herein, or in any document executed in connection therewith, at any time, before the release and cancellation of this Mortgage, (iii) all other sums which may be at any time due or owing or required to be paid as herein provided, and (iv) all of which are herein sometimes called the

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"Indebtedness Hereby Secured"; PROVIDED HOWEVER, THAT THE INDEBTEDNESS HEREBY SECURED SHALL NOT EXCEED A SUM EQUAL TO FIFTEEN MILLION DOLLARS (\$15,000,000.00).

NOW, THEREFORE, to secure the payment of the principal of and interest on the Note according to its tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured, and the performance and observance of all the covenants, agreements and provisions herein and in the Note and Loan Agreement contained, and in consideration of the premises and of the sum of \$10.00 paid to Borrower, and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by Borrower, Borrower DOES HEREBY GRANT, REMISE, MORTGAGE, RELEASE, ALIEN AND CONVEY unto Mortgagee, its successors and assigns forever, the real estate described in Exhibit "A" attached hereto and by this reference made a part hereof (herein, together with the property mentioned in the next succeeding paragraphs hereto, called the "Premises");

TOGETHER with all right, title and interest of Borrower including any after-acquired title or reversion, in and to the rights of ways, streets, avenues and alleys adjoining the Premises;

TOGETHER with all regular and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license, and the reversions and remainders thereof;

TOGETHER with all rents, income, receipts, revenues, issues, proceeds and profits accruing and to accrue from the Premises;

TOGETHER with all of the contracts and agreements, whether written or oral, to which Mortgagor is or hereafter becomes a party, including, without limitation, purchase contracts for the sale of all or any portion of the Premises, contracts pertaining to architectural services, contracts pertaining to engineering services, and contracts relating in any manner to the ownership, use, enjoyment, construction, occupancy, management, maintenance, operation or repair of all or any portion of the Premises, the equipment located thereon or otherwise related to all or any part of the real and personal property described elsewhere herein (the "Contracts");

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Premises, and all fixtures and articles of personal property now or hereafter owned by Borrower and attached to or contained in and used in connection with the Premises and/or the operation and convenience of any building or buildings and improvements located thereon, including, but without limitation, all furniture, furnishings, equipment, apparatus, machinery, motors, elevators, fittings and all plumbing, electrical, heating, lighting, ventilating, refrigerating, incineration, air conditioning and sprinkler equipment, systems, fixtures and conduits and all renewals or replacements thereof or articles in substitution therefor, in all cases whether or not the same are or shall be attached to said building or buildings in any manner, it being mutually

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agreed that all of the Premises shall, so far as permitted by law, be deemed to be fixtures, a part of the realty and security for the Indebtedness Hereby Secured.

TOGETHER with all of Mortgagor's personal property, now owned or hereafter acquired, regardless of whether located in, on or about the Premises, including, but not limited to: Accounts; As-extracted Collateral; Chattel Paper; Commodity Accounts; Commodity Contracts; Deposit Accounts; Documents; Equipment; Farm Products; Fixtures; General Intangibles; Goods, and all accessions thereto and goods with which the goods are commingled; Health-Care-Insurance Receivables; Instruments; Inventory; Investment Property; Letter-of-Credit Rights; Payment Intangibles; Promissory Notes; Software; Supporting Obligations and Supplementary Obligations related to the foregoing; Proceeds of the foregoing; and any Commercial Tort Claims (all of the foregoing, along with any of the other property and interests referred to in Granting Clauses above, to which a security interest may attach and be perfected under the terms of the UCC, are hereinafter referred to as the "Collateral").

Notwithstanding the agreement and declaration hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code) this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a secured party, all in accordance with said Uniform Commercial Code as more particularly set forth in Paragraph 17 hereof;

TOGETHER with all right, title, estate and interest of Borrower in and to the Premises, estate, property, improvements, furniture, furnishings, apparatus and fixtures hereby conveyed, assigned, pledged and hypothecated, or intended so to be, and all right to retain possession of the Premises after event of default in payment, or breach of any covenant herein contained; and

TOGETHER with all awards and other compensation heretofore or hereafter to be made to the present and all subsequent owners of the Premises for any taking by eminent domain, either permanent or temporary, of all or any part of the Premises or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, which said awards and compensation are hereby assigned to Mortgagee pursuant to the provisions hereof, and Borrower, in the event of the occurrence and continuation of an Event of Default hereunder, hereby appoints Mortgagee its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, on behalf of Borrower, or the successors or assigns of Borrower, to adjust or compromise the claim for any award and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefor, and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Mortgagee, of the Indebtedness Hereby Secured, all subject to the provisions of Paragraph 10 hereof.

TO HAVE AND TO HOLD the Premises, with the appurtenances, and fixtures, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses and purposes herein set forth together with all right to possession of the Premises upon the occurrence of any

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Event of Default as hereinafter defined, Borrower hereby **RELEASING** and **WAIVING** all rights under and by virtue of the homestead exemption laws of the State of Illinois.

**PROVIDED, NEVERTHELESS**, that if Borrower shall pay when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein provided to be performed and observed by Borrower, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, otherwise to remain in full force and effect.

## Borrower COVENANTS AND AGREES AS FOLLOWS:

1. Payment of Indebtedness: Borrower shall pay when due (a) the principal of and interest and premium, if any, on the indebtedness evidenced by the Note and (b) all other Indebtedness Hereby Secured, and Borrower shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Borrower's part to be performed or observed as provided herein and in the Note, and this Mortgage shall secure such payment, performance and observance.
  
2. Maintenance, Repair, Restoration, Liens, Etc.: Borrower shall (a) promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for the purposes; (b) keep the Premises in good condition and repair, without waste, and free from mechanic's, materialmen's or like liens or claims or other liens or claims for lien; (c) pay, when due, any Indebtedness which may be secured by a lien or charge of the Premises superior to the lien hereof and, upon request, exhibit to Mortgagee satisfactory evidence of the discharge of such prior lien; (d) complete the construction of any improvements within a reasonable time, now or at any time in the process of repair or erection upon the Premises; (e) comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof, including, without limitation, the accessibility requirements of the Americans With Disabilities Act of 1990 and the rules and regulations promulgated thereunder, if applicable; (f) make or permit no material alterations in the Premises except as required by the Lease, as defined in the Loan Agreement, or by law or ordinance, without the prior written consent of Mortgagee, which consent will not be unreasonably withheld or delayed by Mortgagee and except as contemplated under the Other Security Agreements; (g) suffer or permit no change in the general nature of the occupancy of the Premises; (h) initiate or acquiesce in no zoning reclassification with respect to the Premises; and (i) suffer or permit no unlawful use of, or nuisance to exist upon the Premises.
  
3. Other Liens: Borrower shall not create or suffer or permit any mortgage, lien, charge or encumbrance to attach to the Premises, whether such lien, charge or encumbrance is inferior or superior to the lien of this Mortgage, excepting only the lien of real estate taxes and assessments not due or delinquent.
  
4. Taxes: Borrower shall pay before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against

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Borrower, if applicable to the Premises or any obligation or agreement secured hereby, and Borrower shall, upon written request furnish to Mortgagee duplicate receipts therefor. Borrower shall pay in full under protest in the manner provided by statute, any Taxes which Borrower may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, Borrower shall deposit with Mortgagee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes notwithstanding such contest, if in the opinion of Mortgagee the Premises shall be in jeopardy or in danger of being forfeited or foreclosed, and if Borrower shall not pay the same when required so to do, Mortgagee may do so and may apply such deposit for the purpose. In the event that any law or court decree has the effect of deducting from the value of the land for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the Taxes or liens herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of Taxes, so as to adversely affect this Mortgage or Indebtedness Hereby Secured or Mortgagee, then, and in any such event and in the further event that such taxes are not paid, Borrower, upon demand by Mortgagee, shall pay such Taxes, or reimburse Mortgagee therefor on demand, unless such payment or reimbursement by Borrower is unlawful in which event the Indebtedness Hereby Secured shall be due and payable within ten (10) days after written demand by Mortgagee to Borrower. Nothing in this Paragraph 4 contained shall require Borrower to pay any income, franchise or excise tax imposed upon Mortgagee, excepting only such which may be levied against such income expressly as and for a specific substitute for Taxes on the Premises, and then only in an amount computed as if Mortgagee derived no income from any source other than its interest hereunder.

5. Insurance Coverage: Borrower will insure or cause to be insured and keep or cause to be kept insured all of the buildings and improvements now or hereafter constructed or erected upon the Premises and each and every part and parcel thereof, against such perils and hazards as Mortgagee may from time to time require, and in any event including:

(a) Insurance against loss by fire, casualty, vandalism risks covered by the so-called all-risk and extended coverage endorsement (and during the period of any construction on the Premises, so-called "builder's risk" insurance), and such other risks as Mortgagee may reasonably require, without co-insurance and in amounts equal to full replacement value of the improvements located from time to time on the Premises;

(b) Commercial general public liability insurance against bodily injury and property damage in an amount not less than \$2,000,000 per occurrence or combined single limit;

(c) Steam boiler, machinery and other insurance of the types and in amounts as Mortgagee may require but in any event not less than customarily carried by persons owning or operating like properties; and

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(d) Rental or business interruption insurance in amounts sufficient to cover debt service, property taxes, insurance premiums and general operating expenses of the Premises for a period of not less than 12 months.

6. Insurance Policies: All policies of insurance to be maintained and provided as required by Paragraph 5 hereof shall be in form, companies and amounts reasonably satisfactory to Mortgagee and all policies of property insurance shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to and in form reasonably satisfactory to Mortgagee, and all liability insurance policies shall be properly endorsed to name Mortgagee as an additional insured thereunder. Borrower will deliver all policies (or certificates evidencing said policies), including additional and renewal policies to Mortgagee unless such policies are delivered to the holder of the Note and, in case of insurance policies about to expire, Borrower will deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

7. Deposits for Tax and Insurance Deposits: (a) For the purpose of providing funds with which to pay the general taxes and special assessments levied against the Premises, Borrower shall, commencing at any time required by Mortgagee prior to repayment of the Indebtedness Hereby Secured, make a monthly deposit with the Mortgagee on the fifteenth day of every month, in an amount estimated by Mortgagee to be equal to 1/12th of the general real estate taxes and special assessments for the next annual period coming due against the Premises. In addition, at such time as said payments are required to be commenced, Borrower shall also deposit with Mortgagee the amount estimated by Mortgagee to be necessary, along with the monthly payments so initiated, to be sufficient to accumulate in Mortgagee's custody at least thirty (30) days prior to the next two (2) installments of taxes and special assessments coming due, the amount estimated by Mortgagee to pay such installments. The amount of the reserve may be adjusted based on the current monthly escrow deposit amount required under this Paragraph 7(a). All deposits required hereunder shall be computed and made by Borrower so that Mortgagee shall have in its possession one month prior to the due date, the amount necessary to pay the said real estate taxes and assessments. If, at the time tax bills are issued for real estate taxes or special assessments for any year, the amount theretofore so deposited shall be less than the amount of such taxes and assessments for that year, Borrower agrees to deposit with Mortgagee the difference between the amount theretofore deposited hereunder and the amount required to effect payment of general real estate taxes and special assessments for such year, such deposit to be made within ten (10) days prior to the penalty date of such tax bills. In the event of any overdeposit, the excess shall be credited against the next monthly payments coming due. In the event of a default in any of the provisions contained in this Mortgage, the Mortgagee may, at its option, without being required so to do, apply any tax deposits on hand on any of the Indebtedness Hereby Secured, in such order and manner as the Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, the then remaining tax deposits shall be paid to Borrower. All tax deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held in trust, with interest, to be irrevocably applied for the purposes for which it is made, as herein provided, and shall not be subject to the direction or control of Borrower.

(b) Borrower shall (upon request) make a monthly deposit with Mortgagee on the fifteenth day of every month, in an amount estimated by the Mortgagee to be equal to 1/12th of the amount of the annual premiums for all insurance covering the Premises. The amounts collected

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pursuant hereto shall be held by Mortgagee for the purpose of providing funds with which to pay all insurance premiums coming due on the policies of insurance required to be maintained under this Mortgage. In addition to the monthly deposits required hereunder, Borrower shall also maintain on reserve a deposit with Mortgagee of three times the monthly escrow deposit amount required under this Section 7(b). The reserve amount shall be paid to Mortgagee on demand and shall be maintained until this Mortgage is released. The amount of the reserve may be adjusted based on the current monthly escrow deposit amount required under this Paragraph 7(b). All deposits required hereunder shall be computed and made by Borrower so that the Mortgagee shall have in its possession one month prior to the due date, the amount necessary to pay premiums for renewal or replacement of expiring insurance policies. If, at the time bills for renewal or replacement of insurance policies are received, the amount theretofore so deposited shall be less than the amount needed to renew or replace expiring insurance policies, Borrower agrees to deposit with Mortgagee the difference between the amount theretofore deposited hereunder and the amount required to effect payment for the renewal or replacement of expired insurance policies, such deposit to be made within ten (10) days prior to the due date for payment of renewal or replacement of insurance policies. In the event of any overdeposit, the excess shall be credited against the next monthly payment(s) coming due. In the event of a default in any of the provisions contained in this Mortgage, Mortgagee may, at its option, without being required so to do, apply any insurance deposits on hand on any of the Indebtedness Hereby Secured, in such order and manner as Mortgagee may elect. When the Indebtedness Hereby Secured has been fully paid, the then remaining insurance deposits shall be paid to Borrower. All insurance deposits are hereby pledged as additional security for the Indebtedness Hereby Secured, and shall be held in trust, without interest or income, to be irrevocably applied for the purposes for which it is made, as herein provided, and shall not be subject to the direction or control of Borrower.

8. Proceeds of Insurance: Borrower will give Mortgagee prompt notice of any damage to or destruction of the Premises, and:

(a) In case of loss covered by policies of insurance, Mortgagee (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) is hereby authorized at its option either (i) to settle and adjust to any claim under such policies without the consent of Borrower, or (ii) allow Borrower to agree with the insurance company or companies on the amount to be paid upon the loss, and provided that in any case Mortgagee shall, and is hereby authorized to, collect and receipt for any such insurance proceeds, and the expenses incurred by Mortgagee in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness Hereby Secured, and shall be reimbursed to Mortgagee upon demand.

(b) In the event of any insured damage to or destruction of the Premises or any part thereof (herein called an "Insured Casualty"), and if, in the reasonable judgment of Mortgagee, the Premises can be restored to their condition at least comparable to their condition immediately prior to the Insured Casualty and of such value and condition adequately securing the outstanding balance of the Indebtedness Hereby Secured and such restoration is estimated for completion prior to the Maturity Date of the Note and within the time period necessary to keep any and all leases with any tenants of the Premises in good

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standing and in full force and effect without the threat of termination thereof, and if adequate and collectible business loss insurance or Borrower's other readily available resources are sufficient to cover all debt service on the Note during the estimated construction period, then, if no Event of Default, as hereinafter defined, shall have occurred and be then continuing, the proceeds of insurance shall be applied to reimburse Borrower for the cost of restoring, repairing, replacing or rebuilding the Premises of part thereof, as provided for in Paragraph 9 hereof; and Borrower hereby covenants and agrees forthwith to commence and diligently to proceed with such restoring, repairing, replacing or rebuilding; provided, always, that Borrower shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the net proceeds of insurance made available pursuant to the terms hereof.

(c) Except as provided in Subsection (b) of this Paragraph 8, Mortgagee may apply the proceeds of insurance consequent upon any Insured Casualty upon the Indebtedness Hereby Secured, in such order or manner as Mortgagee may elect.

(d) In the event that proceeds of insurance, if any, shall be made available to Borrower for the restoring, repairing, replacing or rebuilding of the Premises, Borrower hereby covenants to restore, repair, replace or rebuild the same, to be of at least equal value, and of substantially the same character as prior to such damage or destruction, all to be effected in accordance with plans and specifications to be first submitted to and approved by Mortgagee and any tenant of the Premises.

9. Disbursement of Insurance Proceeds. In the event Borrower is entitled to reimbursement out of insurance proceeds held by Mortgagee, such proceeds shall be disbursed from time to time upon Mortgagee being furnished with satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding with funds (or assurances satisfactory to Mortgagee that such funds are available) sufficient in addition to the proceeds of insurance, to complete the proposed restoration, repair, replacement and rebuilding and with such tenant consents, approvals and estoppels, and architect's certificates, waivers of lien, contractor's sworn statements, title insurance endorsements, plats of survey and other such evidences of cost, payment and performance as Mortgagee may reasonably require and approve, and Mortgagee may, in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by Mortgagee prior to commencement of work. No payment made prior to the final completion of the restoration, repair, replacement and rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time. Funds other than proceeds of insurance shall be disbursed prior to disbursement of such proceeds, and at all times the undisbursed balance of such proceeds remaining in the hands of Mortgagee, together with funds deposited for that purpose or irrevocably committed to the satisfaction of Mortgagee by or on behalf of Borrower for that purpose, shall be at least sufficient, in the reasonable judgment of Mortgagee, to pay for the cost of completion of the restoration, repair, replacement or rebuilding, free and clear of all liens or claims for lien. Any surplus which may remain out of insurance proceeds held by Mortgagee after payment of such costs of restoration, repair, replacement or rebuilding or costs or fees incurred in obtaining such proceeds shall, at the option of Mortgagee, be applied on account of the Indebtedness Hereby Secured. No interest shall be allowed to Borrower on account of any proceeds of insurance or other funds held in the hands of Mortgagee.



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10. Condemnation: Borrower hereby assigns, transfers and sets over unto Mortgagee the entire proceeds of any award or claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation including any payments made in lieu of and/or in settlement of a claim or threat of condemnation. Except as provided in the sentence immediately following this sentence, Mortgagee may elect to apply the proceeds of the award upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, whether due or not, or require Borrower to restore or rebuild the Premises, in which event, the proceeds shall be held by Mortgagee and used to reimburse Borrower for the cost of such rebuilding or restoring. If, in the reasonable judgment of Mortgagee, the Premises can be restored to an economic unit not less valuable than the same was prior to the condemnation and adequately securing the outstanding balance of the Indebtedness Hereby Secured, the award shall be used to reimburse Borrower for the cost of restoration and rebuilding; provided always, that no Event of Default has occurred and is then continuing. If Borrower is required or permitted to rebuild or restore the Premises as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Mortgagee, and proceeds of the award shall be paid out in the same manner as is provided in Paragraph 9 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Borrower shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration or costs or fees incurred in obtaining such award shall, at the option of Mortgagee, be applied on account of the Indebtedness Hereby Secured. No interest shall be allowed to Borrower on account of any award held by Mortgagee.

11. Tax Stamp: If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Borrower or the Premises, any tax becomes due in respect of the issuance of the Note or this mortgage, Borrower shall pay such tax in the manner required by law.

12. Omitted:

13. Effect of Extension of Time and Amendments of Junior Liens and Other: If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage or other lien, upon the Premises or any interest therein, shall take the said lien subject to the rights of Mortgagee to amend, modify and supplement this Mortgage, the Note and the Other Security Agreements herein referred to, and to extend the maturity of the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior liens.

14. Mortgagee's Performance of Borrower's Obligations: In case of an Event of Default herein, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the

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foreclosure of the lien hereof and during the period of redemption, if any, may but shall not be required to, make any payment or perform any act herein required of Borrower (whether or not Borrower is personally liable therefor) in any form and manner deemed expedient to Mortgagee, and Mortgagee may, but shall not be required to, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment, and may, but shall not be required to, complete construction, furnishing and equipping of the improvements upon the Premises and rent, operate and manage the Premises and such improvements and pay operating costs and expenses, including management fees of every kind and nature in connection therewith, so that the Premises and improvements shall be operational and usable for their intended purposes. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction, furnishing and equipping or to rent, operate and manage the Premises and such improvements or to pay any such operating costs and expenses thereof or to keep the Premises and improvements operational and usable for its intended purpose, shall be so much additional Indebtedness Hereby Secured, whether or not they exceed the face amount of the Note, and shall become immediately due and payable without notice and with interest thereon at the Default Rate specified in the Note (herein called the "Default Rate"). Inaction of Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Borrower. Mortgagee in making any payment hereby authorized (a) relating to taxes and assessments, may do so according to any bill, statement or estimate without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; and (c) in connection with the completion of construction, furnishing or equipping of the improvements of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, Mortgagee may do so in such amounts and to such persons as Mortgagee may deem appropriate and may enter into such contracts therefor as Mortgagee may deem appropriate or may perform the same itself.

15. Inspection of Premises and Records: Upon oral notice to Borrower, Mortgagee shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. No prior notice whatsoever shall be required of Mortgagee after the occurrence of an Event of Default or in cases of emergency where notice is impracticable.

16. Omitted:

17. Uniform Commercial Code: This Mortgage constitutes a Security Agreement under the Uniform Commercial Code of the State of Illinois (herein called the "Code") with respect to any part of the Premises which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate owned by Borrower (all for the purposes of this Paragraph 17 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property

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comprising the Premises, and the following provisions of this paragraph 17 shall not limit the generality or applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Borrower (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof.

(b) The Collateral is to be used by Borrower solely for business purposes, being installed upon the Premises for Borrower's own use or as the equipment and furnishings furnished by Borrower, as landlord, to tenants of the Premises.

(c) The Collateral will be kept at the real estate comprised within the Premises and will not be removed therefrom other than in the ordinary course of business without the consent of Mortgagee (being the Secured Party as that term is used in the Code) or any other person and the Collateral may be affixed to such real estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the collateral are Borrower and its beneficiaries, Mortgagee, permitted tenants and users thereof.

(e) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower will at its own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no adverse liens or encumbrances and Borrower will pay the cost of filing the same or filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon an Event of Default hereunder (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) and at any time thereafter (such default not having previously been cured), Mortgagee at its option may declare the Indebtedness Hereby Secured immediately due and payable, all as more fully set forth in Paragraph 17 hereof, and thereupon Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place where the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be

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entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. Mortgagee without removal may render the Collateral unusable and dispose of the Collateral on the Premises. Mortgagee may require Borrower to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Borrower at least fifteen (15) business days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Borrower shown in Paragraph 38 of this Mortgage at least fifteen (15) business days before the time of the sale or disposition. Mortgagee may buy at any public sale and if the Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the real estate comprised within the Premises, the Collateral and real estate to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied in satisfaction of the Indebtedness Hereby Secured. Mortgagee will account to Borrower for any surplus realized on such disposition.

(g) The remedies of Mortgagee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of the other remedies of Mortgagee, including having the Collateral deemed part of the realty upon any foreclosure thereof so long as any part of the Indebtedness Hereby Secured remains unsatisfied.

(h) The terms and provisions contained in this Paragraph 17 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(i) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described at the beginning of this Mortgage which goods are or are to become fixtures relating to the Premises. The addresses of Borrower (Debtor) and Mortgagee (Secured Party) are set forth in Paragraph 38 hereof. This Mortgage is to be filed for record with the Recorder of Deeds of the County or Counties where the Premises are located. Borrower is the record owner of the Premises.

18. Restrictions on Transfer: It shall be an Event of Default hereunder if, without the prior written consent of Mortgagee any one, or more of the following shall occur:

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(a) If Borrower shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien (subject to the provisions contained in this Mortgage allowing Mortgagee to contest certain liens), pledge, mortgage, security interest or other encumbrance or alienation of the Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral, subject to the first and prior lien hereof, of at least equal value and utility;

(b) If Borrower is a Land Trustee, then, if any beneficiary of Borrower shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any portion of such beneficiary's beneficial interest in Borrower;

(c) If Borrower is a partnership or joint venture or limited liability company, or if any beneficiary of a trustee mortgagor is a partnership or joint venture or limited liability company, then if any general partner or joint venturer or member in such partnership or joint venture or limited liability company shall create, effect or consent to or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of all or any part of the partnership interest or joint venture interest or limited liability company interest, as the case may be, of such partner or joint venturer or member; or

(d) If Borrower is a corporation, or if any beneficiary of a trustee mortgagor is a corporation, then the merger, liquidation or dissolution of such corporation or the sale of all or substantially all of its assets not in the ordinary course of business or share exchange or the sale, assignment, transfer, lien, pledge, security interest or other encumbrance or alienation of the outstanding securities of such corporation,

in each case whether any such conveyance, sale, assignment, transfer (except for such assignments, transfers or subleases as are allowed under the terms of the Lease, as defined in the Loan Agreement), lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this Paragraph 18 shall not apply to: (i) liens securing the Indebtedness Hereby Secured, (ii) the lien of current taxes and assessments not in default, or (iii) any transfer of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, in Borrower or any beneficiary of a trustee mortgagor by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Paragraph 18 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise shall acquire any part of or interest in or encumbrance upon the Premises, or such beneficial interest in, shares of stock of, membership interest, partnership or joint venture in, Borrower or any beneficiary of a trustee mortgagor.

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19. Events of Default: If one or more of the following events (herein individually called an "Event of Default") shall occur:

(a) If default be made in the due and punctual payment of the Note, or any installment thereof, either principal or interest, as and when the same is due and payable and after any applicable grace period shall have expired; or

(b) If default be made and shall continue for ten (10) days after notice thereof by Mortgagee to Borrower in the making of any payment of monies required to be made hereunder or under any further advance that constitutes part of the Indebtedness Hereby Secured, or

(c) If an Event of Default under the Loan Agreement or any Loan Document (as defined in the Loan Agreement), or under any Other Security Agreements defined in Paragraph 27, or under any Additional Security Instruments defined in Paragraph 40 shall occur and be continuing; or

(d) If an Event of Default pursuant to Paragraph 18 hereof (subject to Borrower's right to contest certain liens under the terms of this Mortgage) shall occur and be continuing without notice or period of grace of any kind; or

(e) If (and for the purpose of this Paragraph 19(e) only, the term Borrower shall mean and include not only Borrower but any beneficiary of a trustee mortgagor, and each person who, as guarantor, co-maker or otherwise, shall be or become liable for or obligated upon all or any part of the Indebtedness Hereby Secured or any of the covenants or agreements contained herein):

(i) Borrower shall file a petition in voluntary bankruptcy under any chapter of the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect, or

(ii) Borrower shall file an answer admitting insolvency or inability to pay its debts, or

(iii) Within sixty (60) days after the filing against Borrower of any involuntary proceeding under the Federal Bankruptcy Act or similar law, such proceedings shall not have been vacated or stayed, or

(iv) Borrower shall be adjudicated a bankrupt, or a trustee or receiver shall be appointed for Borrower for all or the major part of Borrower's property or the Premises, in any voluntary proceeding, or any court shall have taken jurisdiction of all or the major part of Borrower's property or the Premises in any involuntary proceeding for the reorganization, dissolution, liquidation or winding up of Borrower, and such trustee or receiver shall not be discharged or such jurisdiction, relinquished or vacated or stayed on appeal or otherwise stayed within thirty (30) days, or

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(v) Borrower shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of all or the major part of its property, or the Premises, or

(vi) Borrower's property or the Premises shall be levied upon by execution or other legal process which is not stayed or vacated within thirty (30) days, or

(vii) Borrower shall merge, liquidate or dissolve or sell all or substantially all its assets not in the ordinary course of its business.

(f) If default shall continue for thirty (30) days after notice thereof by Mortgagee to Borrower in the due and punctual performance or observance of any other agreement or condition herein contained; or

(g) If the Premises shall be abandoned;

(h) If Mortgagee accelerates the indebtedness evidenced by the Note to the provisions thereof;

(i) If there occurs a material adverse change in the financial condition of Borrower;

(j) If a default shall occur and be continuing under any other indebtedness now or hereafter owed Mortgagee by Borrower;

then, so long as such Event of Default still exists, Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder to declare, without further notice all Indebtedness Hereby Secured to be immediately due and payable, whether or not such default be thereafter remedied by Borrower, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Note, the Loan Agreement, or the Other Security Agreements, or the Additional Security Instruments or by law or in equity conferred.

20. Possession by Mortgagee: When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, Mortgagee shall, if applicable law permits, have the right to enter into and upon the Premises and take possession thereof or to appoint an agent or trustee for the collection of rents, issues and profits of the Premises; and the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, may be applied to the payment of taxes, insurance premiums and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured; and the rents, issues and profits of and from the Premises are hereby specifically pledged to the payment of the Indebtedness Hereby Secured.

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21. Foreclosure: When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title, as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which may be had pursuant to such decree, the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Note or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate per annum until paid.

22. Receiver/Mortgagee in Possession: Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the Court in which such complaint is filed may appoint a receiver of the Premises or Mortgagee as mortgagee in possession. Such appointment may be made either before or after sale, without regard to solvency or insolvency of Borrower at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not, and Mortgagee hereunder or any holder of the Note or any employee or agent thereof may be appointed as such receiver or mortgagee in possession. Such receiver or mortgagee in possession shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times when Borrower, except for the intervention of such receiver or mortgagee in possession, would be entitled to collection of such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver or mortgagee in possession to apply the net income from the Premises in his hands in payment in whole or in part of:

- (a) The Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or
- (b) The deficiency in case of a sale and deficiency.

23. Proceeds of Foreclosure Sale: The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and



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expenses incident to the foreclosure proceedings, including all such items as are mentioned in Paragraph 21 hereof; Second, all other items which, under the terms hereof, constitute Indebtedness Hereby Secured additional to that evidenced by the Note, with interest on such items as herein provided; Third, to interest remaining unpaid upon the Note or under any further advances as are herein mentioned; Fourth, to the principal remaining unpaid upon the Note; and upon any further advances as are herein mentioned; and lastly, any overplus to Borrower, and its successors or assigns, as their rights may appear.

24. Insurance Upon Foreclosure: In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied in rebuilding or restoring the buildings or improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the Mortgagee's clause attached to each of the casualty insurance policies may be canceled and that the decree creditor may cause a new loss clause to be attached to each of said casualty insurance policies making the loss thereunder payable to such decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each every successive redeмпtor may cause the preceding loss clause attached to each casualty insurance policy to be canceled and a new loss clause to be attached thereto, making the loss thereunder payable to such redeмпtor. In the event of a foreclosure sale, Mortgagee is hereby authorized, without consent of Borrower, to assign any and all insurance policies to the purchaser at the sale, or to take such steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies without credit or allowance to Borrower for prepaid premiums thereon.

25. Waiver: Borrower hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction, or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. Borrower hereby expressly waives any and all rights of any automatic stay or redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes, 735 ILCS 5/15-1601, and any statute enacted in replacement or substitution thereof. Borrower will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

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In the event that Borrower (as defined in 19(e)), is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or similar proceeding whether described in Paragraph 19(e) or otherwise, Mortgagee is further authorized and empowered, at its option to the automatic lifting of any automatic stay as to the enforcement of any right, power or remedy provided by this Mortgage, the Note, or the Other Security Agreements, including but not limited to, the stay imposed by Section 362 of the United States Federal Bankruptcy Code, as amended. Borrower hereby expressly consents to the immediate lifting of any such automatic stay, and will not contest any motion by Mortgagee to lift such stay.

26. Hazardous Materials:

(a) Definitions: For the purpose of this Mortgage, Borrower and Mortgagee agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(i) "Hazardous Materials" shall mean (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et. seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) any substance and presence of which on the Premises is prohibited by any Governmental Requirements; (f) petroleum products; and (g) any other substance which by any Governmental Requirement requires special handling in its collection, storage, treatment or disposal.

(ii) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, ground water, air or other elements on, or of, the Premises by Hazardous Materials, or the contamination of the buildings, facilities, soil, ground water, air or other elements on, or of, any other property as a result of Hazardous Materials at any time (whether before or after the date of this Mortgage) emanating from the Premises.

(iii) "Governmental Requirement" shall mean any federal, state or local law, rule or regulation relating to Hazardous Materials or Hazardous Materials Contamination now or hereafter applicable to Premises, including, without limitations, those certain laws, regulations and rules referred in that certain Certificate and Indemnity Regarding Hazardous Substances delivered by Beneficiary in favor of Mortgagee of even date herewith.

(b) Borrower's Warranties: Borrower hereby represents and warrants that, except as set forth in the Environmental Report, as defined in the Loan Agreement, delivered by Borrower to Mortgagee (the "Report"), no Hazardous Materials are now located on the

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Premises and that neither Borrower nor any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of, on, under or at the Premises or any part thereof, except for de minimis quantities of Hazardous Materials which are kept, stored and used at the Premises in accordance with applicable law and in the ordinary course of Borrower's business. Except as set forth in the Report, no part of the Premises has ever been used, to the best of Borrower's knowledge prior to Borrower's becoming the Owner of the Premises, or will be used during Borrower's ownership of the Premises as a manufacturing, storage or dump site for Hazardous Materials, nor is any part of the Premises affected by any Hazardous Materials Contamination. To the best of Borrower's knowledge and belief, and except as set forth in the Report, no property adjoining the Premises has ever been used as a manufacturing, storage or dump site for Hazardous Materials nor is any other property adjoining the Premises affected by Hazardous Materials Contamination.

(c) Borrower's Covenants: Borrower agrees to (a) give notice to Mortgagee immediately upon Borrower acquiring knowledge of the presence of any Hazardous Materials on the Premises or of any Hazardous Materials Contamination with a full description thereof; (b) promptly comply with any Governmental Requirement requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Mortgagee with satisfactory evidence of such compliance; and (c) provide Mortgagee, within thirty (30) days after demand by Mortgagee, with a bond letter of credit or similar financial assurance evidencing to Mortgagee's satisfaction that the necessary funds are available to pay the cost of removing, treating or disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Premises as a result thereof.

(d) Site Assessments: Mortgagee (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Premises for the purpose of determining whether there exists on the Premises any environmental condition which could result in any liability, cost or expense to the owner or occupier of such Premises arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. Notwithstanding the foregoing, Mortgagee agrees that, prior to the occurrence of an Event of Default, it shall perform the site assessments referred to above at Borrower's expense only if there is, in Mortgagee's reasonable belief, the threat or existence of Hazardous Materials Contamination at the Premises. The Site Assessment may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Borrower which do not impede the performance of the Site Assessment. The Site Reviewers are hereby authorized to enter upon the Premises for such purposes. The Site Reviewers are further authorized to perform both above and below ground testing for environmental damage or the presence of Hazardous Materials on the Premises and such other tests on the Premises as may be necessary to conduct the Site Assessment in the reasonable opinion of the Site Reviewers. Borrower will supply to the Site Reviewers such historical and operational information regarding the Premises as may be reasonably requested by the Site Reviewers to facilitate the Site Assessment and will make available for meetings with the Site Reviewers appropriate

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personnel having knowledge of such matters. On request, Mortgagee shall make the results of such Site Assessment fully available to Borrower, which (prior to an Event of Default) may at its election participate under reasonable procedures in the direction of such Site Assessment and the description of tasks to be performed by the Site Reviewers. The cost of performing such Site Assessment shall be paid by Borrower upon demand of Mortgagee and any such obligations shall constitute additional Indebtedness Hereby Secured by this Mortgage.

(e) Indemnification: Regardless of whether any Site Assessments are conducted hereunder, any Event of Default shall have occurred and be continuing or any remedies in respect of the Premises are exercised by Mortgagee, Borrower shall defend, indemnify and hold harmless Mortgagee from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Mortgage) be paid, incurred or suffered by or asserted against, Mortgagee by any person or entity or governmental agency for, with respect to or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises of any Hazardous Materials or Hazardous Materials Contamination or arise out of or result from the environmental condition of the Premises or the applicability of any Governmental Requirement relating to Hazardous Materials (including, without limitation, CERCLA or any so called federal, state or local "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, order or decree), regardless of whether or not caused by or within the control of Mortgagee. The representations, covenants and warranties contained in this Section 26 shall survive the release of this Mortgage.

(f) Mortgagee's Right to Remove Hazardous Materials: Mortgagee shall have the right, but not the obligation, without in any way limiting Mortgagee's other rights and remedies under this Mortgage, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination on the Premises following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Premises, or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Premises, or other action and/or which, in Mortgagee's sole opinion, could jeopardize Mortgagee's security under this Mortgage. All reasonable costs and expenses paid or incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand.

27. Other Security Agreements: As further security for the Indebtedness Hereby Secured, Borrower (and/or certain other parties) have concurrently herewith executed and delivered, or may hereafter execute and deliver to Mortgagee, the Candy Building Mortgage (as defined in Paragraph 40 below), the Loan Agreement, the Lease Assignment, a Guaranty, the other Loan Documents, as defined in the Loan Agreement, and other document and agreements on or relating to

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the Premises and other property (collectively referred herein to as "Other Security Agreements"). All the terms and conditions of the Other Security Agreements are hereby incorporated herein by reference as fully and with the same effect as if set forth herein at length. Borrower agrees that it will duly perform and observe or cause to be performed and observed all obligations accepted by it under the Other Security Agreements. Nothing herein contained shall be deemed to obligate Mortgagee to perform or discharge any obligation, duty or liability of Borrower under the Other Security Agreements and Borrower shall and does hereby indemnify and hold Mortgagee harmless from any and all liability, loss or damage which Mortgagee may or might incur by reason of the Other Security Agreements. Any and all liability, loss or damage incurred by Mortgagee, together with the costs and expenses, including reasonable attorney's fees, incurred by Mortgagee in the defense of any claims or demand therefor (whether successful or not), shall be so much additional Indebtedness Hereby Secured, and Borrower shall reimburse Mortgagee therefor on demand, together with interest at the Default Rate under the Note from the date of demand to the date of payment.

28. Mortgagee in Possession: Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

29. Business Loan: Borrower certifies and agrees that the proceeds of the Note secured hereby have been used for the purposes specified in Illinois Compiled Statutes, 815 ILCS 205/4(1)(c) and the principal obligation secured hereby constitutes a "business loan" coming within the definition and purview of said section. Borrower further certifies and agrees that the Premises are not residential real estate within the definition and purview of Illinois Compiled Statutes, 815 ILCS 205/4(2)(a).

30. Further Assurances: Borrower will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Mortgagee, for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Borrower or hereafter acquired.

31. Borrower's Successors: In the event that the ownership of Premises becomes vested in a person or persons other than Borrower, Mortgagee may, without notice to Borrower, deal with such successor or successors in interest of Borrower with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Borrower. Borrower will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph 31 shall vary or negate the provisions of Paragraph 19 hereof.

32. Rights Cumulative: Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter

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any other right, power or remedy; and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

33. Successors and Assigns: This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Borrower and its successors and assigns (including, without limitation, each and every from time to time record owner of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns. Wherever herein Mortgagee is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereunder, and may enforce all and every of the terms and provisions herein, as fully and to the same extent and with the same effect as if such from time to time holder were herein by name specifically granted such rights, privileges, powers, options and benefits and was herein by name designated Mortgagee.

34. Provisions Severable/Conflict: The unenforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

35. Waiver of Defense: No action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid to the party interposing the same in an action at law upon the Note.

36. Time of Essence: Time is of the essence of the Note, this Mortgage, and any other document evidencing or securing the Indebtedness Hereby Secured.

37. Captions and Pronouns: The captions and headings of the various sections of this Mortgage are for convenience only, and are not to be construed as confining or limiting in any way and scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

38. Notices: Any notices and other communications required or desired to be given hereunder shall be in writing and shall be deemed to have been properly given if: (a) served in person; (b) mailed by United States registered or certified mail, with proper postage prepaid, return receipt requested; or (c) sent by nationally recognized overnight mail carrier, to the following address:

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If to Mortgagee: First Bank and Trust Company of Illinois  
300 East Northwest Highway  
Palatine, IL 60067  
Attention: C. Richard Schuler

With a copy to: Keith L. Moore, Esq.  
806 Greenwood Street  
Evanston, IL 60201

If to Borrower: c/o Gold Realty Group Corporation  
1849 Green Bay Road  
Highland Park, IL 60035  
Attn: Michael Goldstein

With a copy to: Joel Brosk, Esq.  
Broskosky & Brosk, PC  
40 Skokie Blvd., Suite 630  
Northbrook, IL 60062

provided, however, that the failure to give a copy of such notice shall not adversely affect the validity or enforceability of such notice. Any such notice or other communication mailed as provided in this Section shall be deemed to have been given and received: (a) on the date delivered, if personally delivered; (b) on the third (3rd) business day after mailing, if sent by United States registered or certified mail; and (c) on the next business day, if sent by nationally recognized overnight mail carrier. Any party may change its address for service of notice by giving notice to the other party in the manner hereinabove provided.

39. Release: Mortgagee shall release this Mortgage and the lien thereof by proper instrument upon payment of all Indebtedness Hereby Secured.

40. Cross-Collateralization.

(a) Kolmar Loan Documents/Cross-Collateralization/Default. On September 1, 1999, Lender extended credit to Kolmar Goldstein Family Limited Partnership, an Illinois limited partnership (the "Kolmar Borrower") in the original principal amount of \$4,025,000.00, and most recently modified and increased to the principal amount of \$5,740,000.00, as heretofore or hereafter modified or amended) (the "Kolmar Loan"), which loan is evidenced by the following documents executed in favor of Lender of even date therewith: (i) the Loan Agreement; (ii) the Note in the principal amount of \$4,025,000.00, and most recently modified and increased to the principal amount of \$5,740,000.00; (iii) the Mortgage encumbering the real estate located at 8100 N. McCormick, Skokie, IL, recorded on September 23, 1999, as Document No. 99800858; (iv) Assignment of Rents and Lessor's Interest in Leases and Rents recorded on September 23, 1999, as Document No. 99800859; (v) the Security Agreement; (vi) the Continuing Guaranty of Michael Goldstein; (vii) the Environmental Indemnity Agreement; (viii) the First Modification Agreement; (ix) the Second Modification Agreement; (x) the Third Modification Agreement; (xi) the Fourth

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Candyland Parcel

Modification Agreement; (xii) the Fifth Modification Agreement; and (xiii) such other documents executed in connection with the Kolmar Loan (those documents, along with the documents described in sections (i) through (xiii) above, both inclusive, being hereinafter referred to as the "Kolmar Loan Documents"). Any and all collateral pledged to secure the Kolmar Loan pursuant to the Kolmar Loan Documents and as each may be further amended, modified, substituted, extended, renewed, supplemented and/or restated from time to time, shall be considered additional collateral securing the Secured Obligation and any indebtedness secured by the Kolmar Loan Documents shall be additional indebtedness secured pursuant to this Mortgage and the Loan Documents. Any failure by the Kolmar Borrower or Michael Goldstein to perform or cause to be performed any obligation or to observe any condition, covenant, term, agreement or provision required to be performed or observed by the Kolmar Borrower or Michael Goldstein under the under the Kolmar Loan Documents shall be an Event of Default under this Mortgage and the Loan Documents.

(b) Rockwell Loan Documents/Cross-Collateralization/Default. On October 15, 2001, Lender extended credit to 2445/Goldstein Family Limited Partnership, an Illinois limited partnership (the "Rockwell Borrower") in the original principal amount of \$3,675,000.00, and most recently modified and increased to the principal amount of \$4,660,000.00, as heretofore or hereafter modified or amended) (the "Rockwell Loan"), which loan is evidenced by the following documents executed in favor of Lender of even date therewith: (i) the Loan Agreement; (ii) the Note in the principal amount of \$3,675,000.00, and most recently modified and increased to the principal amount of \$4,660,000.00; (iii) the Mortgage encumbering the real estate located at 2445 South Rockwell, Chicago, IL, recorded on December 5, 2001 as Document No. 0011143744; (iv) Assignment of Rents and Lessor's Interest in Leases and Rents recorded on December 5, 2001, as Document No. 0011143746; (v) the Security Agreement; (vi) the Continuing Guaranty of Michael Goldstein; (vii) the Environmental Indemnity Agreement; (viii) the First Modification Agreement; (ix) the Second Modification Agreement; and (x) such other documents executed in connection with the Rockwell Loan (those documents, along with the documents described in sections (i) through (x) above, both inclusive, being hereinafter referred to as the "Rockwell Loan Documents"). Any and all collateral pledged to secure the Rockwell Loan pursuant to the Rockwell Loan Documents and as each may be further amended, modified, substituted, extended, renewed, supplemented and/or restated from time to time, shall be considered additional collateral securing the Secured Obligation and any indebtedness secured by the Rockwell Loan Documents shall be additional indebtedness secured pursuant to this Mortgage and the Loan Documents. Any failure by the Rockwell Borrower or Michael Goldstein to perform or cause to be performed any obligation or to observe any condition, covenant, term, agreement or provision required to be performed or observed by the Rockwell Borrower or Michael Goldstein under the under the Rockwell Loan Documents shall be an Event of Default under this Mortgage and the Loan Documents.

(c) Candy Building Mortgage/Cross-Collateralization/Default. As of the date herewith, Candy Building has executed and delivered to Lender a certain Mortgage, Security Agreement and Fixture Filing (the "Candy Building Mortgage") securing certain property owned by Candy Building adjacent to the Premises (the "Candy Building Property"). Any and all collateral pledged and secured pursuant to the Candy Building Mortgage, and as it may be further amended, modified, substituted, extended, renewed, supplemented and/or restated from time to time, shall be considered additional collateral securing the Indebtedness Secured Hereby and any indebtedness secured by the Candy



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Building Mortgage shall be additional indebtedness secured pursuant to this Mortgage and the Loan Documents. Any failure by Candy Building or Michael Goldstein to perform or cause to be performed any obligation or to observe any condition, covenant, term, agreement or provision required to be performed or observed by Candy Building or Michael Goldstein under the under the Candy Building Mortgage shall be an Event of Default under this Mortgage and the Loan Documents.

(d) All references in this Mortgage to the "Additional Security Instruments" shall mean and include the Kolmar Loan Documents and the Rockwell Loan Documents, and all references in this Mortgage to the "Additional Properties" shall mean and include the properties and collateral secured by the Kolmar Loan Documents and the Rockwell Loan Documents, which Additional Properties shall also be deemed to be encumbered by this Mortgage. In the event of any conflict or inconsistency between any term, condition or provision of this Mortgage and any term, condition or provision of any Additional Security Instruments, then, to the extent (and only to the extent) that such term, condition or provision affects any Additional Properties, the applicable term, condition or provision of such Additional Security Instrument shall control such conflict or inconsistency. An Event of Default under any of the Additional Security Instruments shall constitute an Event of Default under this Mortgage.

[Signature Page Follows]

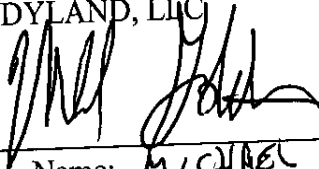
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IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be duly signed, sealed and delivered the day and year first above written.

BORROWER:

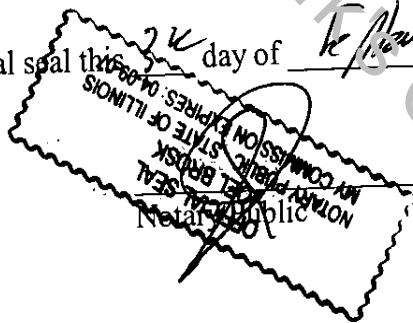
CANDYLAND, LLC

y:   
Name: MICHAEL GOLDSTEIN  
Title: MGR.

STATE OF ILLINOIS )  
COUNTY OF La )

The undersigned, being a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Michael Goldstein, the Manager of CANDYLAND, LLC, personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and swore and acknowledged under oath that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 26 day of February, 2004.



**UNOFFICIAL COPY** EXHIBIT A - LEGAL DESCRIPTION

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER:

**LEGAL DESCRIPTION:**

THAT PART OF VARIOUS LOTS AND BLOCKS AND VACATED STREETS AND ALLEYS IN VARIOUS SUBDIVISIONS IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF VACATED WEST KINZIE STREET WITH THE EAST LINE OF VACATED KILPATRICK AVENUE; THENCE NORTH 00 DEGREES 02 MINUTES 54 SECONDS WEST ALONG SAID EAST LINE OF VACATED KILPATRICK AVENUE 585.25 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 27 SECONDS EAST 151.89 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 33 SECONDS EAST 15.10 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 27 SECONDS EAST 60.87 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 33 SECONDS WEST 15.14 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS EAST 232.45 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 29 SECONDS EAST 9.58 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS EAST 175.49 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS WEST 182.61 FEET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT VACATED ALLEY; THENCE NORTH 89 DEGREES 32 MINUTES 19 SECONDS WEST ALONG SAID SOUTH LINE 41.91 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 2 IN BLOCK 4 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE NORTH 00 DEGREES 02 MINUTES 54 SECONDS WEST ALONG SAID EXTENSION AND SAID EAST LINE 140.49 FEET TO THE SOUTH LINE OF WEST RACE AVENUE; THENCE NORTH 89 DEGREES 36 MINUTES 26 SECONDS WEST ALONG SAID SOUTH LINE 579.02 FEET TO THE EAST LINE OF NORTH KILPATRICK AVENUE; THENCE SOUTH 00 DEGREES 02 MINUTES 54 SECONDS EAST ALONG SAID EAST LINE 139.40 FEET TO THE NORTH TERMINUS OF VACATED KILPATRICK AVENUE; THENCE NORTH 89 DEGREES 32 MINUTES 19 SECONDS WEST ALONG SAID TERMINUS AND ALONG THE SOUTH LINE OF A 16 FOOT PUBLIC ALLEY A DISTANCE OF 669.68 FEET TO THE EAST LINE OF NORTH CICERO AVENUE; THENCE SOUTH 00 DEGREES 03 MINUTS 50 SECONDS EAST ALONG SAID EAST LINE 774.67 FEET TO THE SOUTH LINE OF VACATED WEST KINZIE STREET; THENCE SOUTH 89 DEGREES 26 MINUTES 27 SECONDS EAST 669.48 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 3 TO 25, BOTH INCLUSIVE, IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 1 AND 2 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 28.06 FEET TO A POINT 9 FEET WEST OF THE CENTER LINE OF RAILROAD TRACK AND 0.33 OF A FOOT EAST OF THE NORTHEAST CORNER OF A BRICK BUILDING; THENCE SOUTHWARD ALONG A STRAIGHT LINE, 0.33 OF A FOOT, MORE OR LESS, EAST OF AND PARALLEL TO THE EAST FACE OF SAID BRICK BUILDING, A DISTANCE OF 20.36 FEET TO A POINT 27.91 FEET EAST OF THE WEST LINE OF SAID LOT 2; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 330 FEET; CONVEX EASTERLY TANGENT TO THE LAST ABOVE MENTIONED STRAIGHT LINE, AND 0.33 OF A FOOT, MORE OR LESS, EAST OF AND PARALLEL TO THE EASTERLY FACE OF SAID BRICK BUILDING, A DISTANCE OF 52.27 FEET TO A POINT 23.36 FEET EAST OF SAID WEST LINE OF LOT 2; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 175 FEET CONVEX EASTERLY TANGENT TO THE ABOVE MENTIONED ARC AND 0.33 OF A FOOT, MORE OR LESS, EAST OF AND PARALLEL TO SAID EASTERLY FACE OF A BRICK BUILDING, A DISTANCE OF 54.43 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, WHICH IS 6.19 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 6.19 FEET TO SAID SOUTHWEST LOT CORNER AND THENCE NORTH ON SAID WEST LINE OF LOT 2, A DISTANCE OF 123.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THAT PART OF THE VACATED STREET KNOWN AS WEST OHIO (ONTARIO) STREET LYING NORTH OF BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 2, AND RUNNING THENCE NORTH ALONG A NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 2, A DISTANCE OF 33 FEET; THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 27.72 FEET TO A POINT 9 FEET WEST OF THE CENTER

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LINE OF A RAILROAD TRACK; THENCE SOUTHWARD 9 FEET WEST OF AND PARALLEL TO SAID CENTER LINE OF TRACK, A DISTANCE OF 33 FEET TO SAID NORTH LINE OF BLOCK 1; THENCE WEST ALONG SAID NORTH BLOCK LINE, A DISTANCE OF 28.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 1 AND 2 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOTS 1 AND 2, WHICH IS 28.06 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2, 9 FEET WEST OF THE CENTER LINE OF RAILROAD TRACK AND 0.33 OF A FOOT EAST OF THE NORTHWEST CORNER OF A BRICK BUILDING AND RUNNING THENCE SOUTHWARD ALONG A STRAIGHT LINE, 0.33 OF A FOOT, MORE OR LESS, EAST OF AND PARALLEL TO THE EAST FACE OF SAID BRICK BUILDING, A DISTANCE OF 20.36 FEET TO A POINT 27.91 FEET EAST OF THE WEST LINE OF SAID LOT 2; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 330 FEET CONVEX EASTERLY TANGENT TO THE LAST ABOVE MENTIONED STRAIGHT LINE AND 0.33 OF A FOOT, MORE OR LESS, EAST OF AND PARALLEL TO THE EASTERLY FACE OF SAID BRICK BUILDING, A DISTANCE OF 52.27 FEET TO A POINT 23.36 FEET EAST OF SAID WEST LINE OF LOT 2; THENCE SOUTHWARDLY ALONG THE ARC OF CIRCLE HAVING A RADIUS OF 175 FEET CONVEX EASTERLY TANGENT TO THE ABOVE MENTIONED ARC AND 0.33 OF A FOOT, MORE OR LESS, EAST OF AND PARALLEL TO SAID EASTERLY FACE OF A BRICK BUILDING, A DISTANCE OF 54.43 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 2, WHICH IS 6.15 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 23.16 FEET TO A POINT 9 FEET WEST OF SAID CENTER LINE OF RAILROAD TRACK AND THENCE NORTH 9 FEET WEST OF AND PARALLEL TO SAID CENTER LINE OF TRACK, A DISTANCE OF 123.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 28 TO 48, BOTH INCLUSIVE, IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 49 TO 50, IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 49 AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 49 AND 50, A DISTANCE OF 29.52 FEET TO A POINT 9 FEET WEST OF THE CENTER LINE OF A RAILROAD TRACK, THENCE SOUTH 9 FEET WEST OF AND PARALLEL TO SAID CENTER LINE OF TRACK, A DISTANCE OF 20.22 FEET TO A POINT 29.73 FEET EAST OF THE WEST LINE OF SAID LOT 49 AND 5 FEET WESTERLY OF THE CENTER LINE OF ANOTHER RAILROAD TRACK; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, A DISTANCE OF 104.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 49, WHICH IS 5 FEET WESTERLY OF THE CENTER LINE OF THE LAST MENTIONED RAILROAD TRACK AND 15.95 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 49; THENCE WEST ALONG SAID LOT LINE, A DISTANCE OF 15.95 FEET TO SAID SOUTHWEST LOT CORNER; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 49, A DISTANCE OF 123.91 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOTS 49 AND 50 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 20.22 FEET SOUTH OF THE NORTH LINE OF SAID LOT 50, AND 29.73 FEET EAST OF THE WEST LINE OF SAID LOT 49, WHICH IS ALSO 5 FEET WESTERLY OF THE CENTER OF RAILROAD TRACK AND 9 FEET WEST OF THE CENTER LINE OF ANOTHER TRACK AND RUNNING THENCE SOUTH 9 FEET WEST OF AND PARALLEL TO THE CENTER LINE OF THE LAST MENTIONED TRACK, A DISTANCE OF 103.70 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 50, WHICH IS 30.81 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 49; THENCE WEST ALONG THE SOUTH LINE OF SAID LOTS, A DISTANCE OF

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14.86 FEET TO A POINT 5 FEET WESTERLY OF THE CENTER LINE OF THE FIRST ABOVE MENTIONED RAILROAD TRACK AND THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 104.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

ALL THAT PART OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 3 TO 23, BOTH INCLUSIVE, LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 28 TO 48, BOTH INCLUSIVE, LYING WEST OF AND ADJOINING A LINE DRAWN FROM THE SOUTHEAST CORNER OF SAID LOT 3 TO THE NORTHEAST CORNER OF SAID LOT 48 AND LYING EAST OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF SAID LOT 23 TO THE NORTHWEST CORNER OF SAID LOT 28 IN BLOCK 1 IN SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, VACATED BY A ORDINANCE OF THE CITY OF CHICAGO A COPY OF WHICH WAS RECORDED MARCH 23, 1961 AS DOCUMENT NUMBER 18116791, IN COOK COUNTY, ILLINOIS.

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
THAT PART OF VACATED ALLEY RUNNING EAST AND WEST THROUGH BLOCK 1 IN SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN SAID BLOCK 1 AND RUNNING THENCE SOUTH A DISTANCE OF 16 FEET TO THE NORTHWEST CORNER OF LOT 49 IN BLOCK 1; THENCE EAST ALONG THE NORTH LINE OF LOTS 49 AND 50 IN SAID BLOCK 1, A DISTANCE OF 29.52 FEET TO A POINT 9 FEET WEST OF THE CENTER LINE OF RAILROAD TRACK; THENCE NORTH 9 FEET WEST OF AND PARALLEL TO THE CENTER LINE OF SAID TRACK A DISTANCE OF 16 FEET TO THE SOUTH LINE OF LOTS 1 AND 2 IN SAID BLOCK 1; THENCE WEST ALONG SAID SOUTH LINE, A DISTANCE OF 29.35 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 26 AND 27 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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| PERM TAX#   | PCL      | YEAR | 1ST INST     | STAT |
|---|----------|------|--------------|------|
| 16-10-110-039-0000                                  | 1 OF 14  | 2003 | \$346.02     | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-110-044-0000                                  | 2 OF 14  | 2003 | \$4,383.38   | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-110-045-0000                                  | 3 OF 14  | 2003 | \$1,332.09   | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-111-036-0000                                  | 4 OF 14  | 2003 | \$10,895.31  | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-112-048-0000                                  | 5 OF 14  | 2003 | \$13,193.93  | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-113-013-0000                                  | 6 OF 14  | 2003 | \$2,040.44   | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-113-016-0000                                  | 7 OF 14  | 2003 | \$109,054.03 | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-114-038-0000                                  | 8 OF 14  | 2003 | \$58,154.40  | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-109-015-0000                                  | 9 OF 14  | 2003 | \$230.79     | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-109-016-0000                                  | 10 OF 14 | 2003 | NOT BILLED   |      |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-109-017-0000                                  | 11 OF 14 | 2003 | \$280.35     | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-109-018-0000                                  | 12 OF 14 | 2003 | \$85.98      | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-109-019-0000                                  | 13 OF 14 | 2003 | NOT BILLED   |      |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |
| 16-10-109-020-0000                                  | 14 OF 14 | 2003 | \$8,158.97   | PAID |
| THIS TAX NUMBER AFFECTS PART OF PARCEL IN QUESTION. |          |      |              |      |