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Susan E. Foxworth, Esq.
King & Spalding LLP
1180 Peachtree Street
Atlanta, Georgia 30309



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MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES
AND RENTS, FINANCING STATEMENT AND FIXTURE FILING
(COOK COUNTY, ILLINOIS)

by

HI-TEMP NORTHLAKE LLC,

Mortgagor

to

ING CAPITAL LLC,

as Collateral Agent and Mortgagee

NORTHLAKE

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

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING is made and entered into this 30th day of June, 2006, by HI-TEMP NORTHLAKE LLC, a Delaware limited liability company (“Mortgagor”), having its notice address at c/o BlueWater Thermal Processing, LLC, 3556 Lakeshore Road, Buffalo, New York 14219, to ING CAPITAL LLC, a Delaware limited liability company, having its notice address at 1325 Avenue of the Americas, New York, New York 10019, as Collateral Agent and mortgagee (in such capacity herein called “Agent”) for the parties from time to time named as Secured Parties in that certain Credit Agreement, dated as of the date hereof (as the same may be amended from time to time the “Credit Agreement”) among BlueWater Thermal Processing, LLC, a Delaware limited liability company (“BlueWater”), Mortgagor and the other borrowers party thereto (Bluewater, Mortgagor and such other borrowers, collectively, “Borrowers”), Agent and the Lenders (as defined therein).

As used in this Mortgage, the terms set forth below shall have the following meanings:

Architect. Shall have the meaning set forth in Paragraph 5.3.3.1 hereinbelow.

Collateral. Shall have the meaning set forth in Paragraph 9 hereinbelow.

Contracts. Shall have the meaning set forth in Paragraph 1.6 hereinbelow.

Credit Agreement Documents. Shall have the meaning set forth in Paragraph 2.5 hereinbelow.

Default and Event of Default. Shall have the meanings set forth in Paragraph 17.1 hereinbelow.

Default Rate. Shall have the meaning set forth in Paragraph 11 hereinbelow.

Deposits. Shall have the meaning set forth in Paragraph 6 hereinbelow.

Environmental Agreement. Shall have the meaning set forth in Paragraph 19 hereinbelow.

Hedging Agreement. Shall have the meaning set forth in the Credit Agreement.

Impositions. Shall mean all taxes, assessments, insurance premiums and similar charges with respect to the Property.

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Improvements. Shall have the meaning set forth in Paragraph 1.2 hereinbelow.

Income. Shall have the meaning set forth in Paragraph 1.5 hereinbelow.

Land. Shall have the meaning set forth in Paragraph 1.1 hereinbelow.

Leases. Shall have the meaning set forth in Paragraph 1.4 hereinbelow.

Letter of Credit. Shall have the meaning set forth in the Credit Agreement.

Mortgage. Shall mean this Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing and all renewals, extensions, amendments and restatements thereof.

Notes. Shall have the meaning set forth in Paragraph 2.2 below.

Permitted Exceptions. Shall mean those matters expressly set forth as special exceptions to the title insurance policy issued to Agent and insuring the lien of this Mortgage.

Personal Property. Shall have the meaning set forth in Paragraph 1.2 hereinbelow.

Property. Shall mean collectively the Land, the Improvements, the Personal Property, the Appurtenant Rights, the Leases, the Income and the Contracts.

Restoration. Shall have the meaning set forth in Paragraph 5.3 hereinbelow.

Secured Obligations. Shall have the meaning set forth in Paragraph 2 hereinbelow.

Secured Parties. Shall have the meaning set forth in the Credit Agreement.

1. GRANTING CLAUSE. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the indebtedness and other obligations of Mortgagor hereinafter set forth, Mortgagor does hereby mortgage and assign to Agent, and grants to Agent a security interest in all of the following:

1.1 Land. All that land more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Land");

1.2 Improvements, Fixtures and Personal Property. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (collectively the "Improvements"), and (i) all gas and electric fixtures, radiators, pipes, heaters, furnaces, engines and machinery, escalators, boilers, ranges, elevators,

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motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantels, air conditioning apparatus (including, without limitation, humidity control equipment), refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings, and storm sashes, alarm devices of any type, automatic sprinkler systems, cabinets and shelving, partitions, paneling, and wall covering, and windows of every type, which are or shall be attached to the Land or the Improvements, and (ii) all other fixtures, goods to become fixtures, machinery, equipment, furniture, furnishings, appliances, vehicles, building supplies and materials, books and records, utility deposits, inventory, general intangibles and personal property of every kind and nature whatsoever, now or hereafter located in, on, or about, or used or intended to be used with or in connection with the use, operation, or enjoyment of the Land or the Improvements, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from any sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos and goodwill which in any way are now owned or hereafter belong, relate or appertain to the foregoing or any part thereof; shrubs, crops, trees, timber and other emblems (collectively the "Personal Property");

1.3 Easements, Rights-of-Way, Etc. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, air rights and development rights now or hereafter associated with the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, royalties, easements, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders whatsoever, in any way belonging, relating or appertaining to the Land or Improvements or any part thereof or which hereafter shall in any way belong, relate or be appurtenant thereto (collectively the "Appurtenant Rights");

1.4 Leases. All leases, subleases, management agreements, arrangements, concessions or agreements, written or oral, relating to the use and occupancy of the Property or any portion thereof, now or hereafter existing or entered into (collectively, the "Leases");

1.5 Income, Rents and Profits. All present and future income, rents, issues, profits and revenues of the Property from time to time accruing, including, without limitation, all accounts, all payments under leases or tenancies, unearned premiums on any insurance policy carried by Mortgagor for the benefit of Agent and/or the Improvements, tenant security deposits (to the extent permitted by applicable law), escrow funds and all awards or payments, including interest thereon and the right to receive same, growing out of or as a result of any exercise of the rights of eminent domain, including the taking of any part or all of the Land or Improvements or payment for alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of or decrease in the value of the Land or Improvements to the extent of all amounts which may be owing on the Secured Obligations at the date of receipt of any such award or payment by Mortgagor, and the reasonable attorneys' fees, costs and disbursements incurred by Agent in connection with the collection of such award or

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payment), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law or in equity, of Mortgagor of, in and to the same (collectively the "Income"); and

1.6 Insurance and Construction Contracts. All insurance policies and proceeds thereof, contracts, permits, licenses, plans or intangibles now or hereafter dealing with, affecting or concerning any portion of the Land, Improvements or Personal Property, including, without limitation, all rights accruing to Mortgagor from any and all contracts with all contractors, architects, engineers or subcontractors relating to the construction of improvements on or upon the Land, including payment, performance and/or materialmen's bonds and any other related choices in action (collectively the "Contracts").

TO HAVE AND TO HOLD the Property to the use and benefit of Agent forever. Mortgagor covenants that Mortgagor is lawfully seized of an indefeasible estate in fee simple in and is in possession of the Property, and has good right to convey and mortgage the same, that the Property is unencumbered except for the Permitted Exceptions, and that Mortgagor does warrant and will forever defend the title to the Property against the claims of all persons whomsoever, except for the Permitted Exceptions.

2. SECURED OBLIGATIONS. This Mortgage is given to secure the payment of the following, including interest thereon (hereafter collectively referred to as the "Secured Obligations"):

2.1 Credit Agreement. The obligations of Mortgagor evidenced by the Credit Agreement;

2.2 Notes. The obligations of Mortgagor evidenced by Revolving Loan Notes and Term Loan Notes (collectively, the "Notes");

2.3 Hedging Agreements. All obligations, liabilities, covenants and duties of Mortgagor or any other Borrower or any Guarantor (as that term is defined in the Credit Agreement) under or in respect of any Hedging Agreement between Mortgagor or such other Borrower or Guarantor and any person or entity that is or, at the time such Hedging Agreement was entered into, was a Lender or an Affiliate (as that term is defined in the Credit Agreement) of a Lender.

2.4 Additional Advances. Subject to the provisions of the last sentence of Section 2 below, any and all additional advances made by Agent to protect or preserve the Property or the lien and security interest created hereby on the Property, or for taxes, assessments or insurance premiums as hereafter provided, or for performance of any of Mortgagor's obligations hereunder, or for any other purpose provided herein (whether or not the Mortgagor remains the owner of the Property at the time of such advances), provided, however, nothing herein shall be deemed to obligate Agent to make any such advances; and

2.5 Other Obligations. Any and all obligations of Mortgagor under or in respect of any Letter of Credit and under or in respect of any other document,

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instrument or agreement now or hereafter evidencing, securing or otherwise relating to the Credit Agreement (the Credit Agreement, any Hedging Agreement and all of such other documents, instruments and agreements whether now existing or hereinafter arising, being hereinafter sometimes referred to collectively as the "Credit Agreement Documents"), all other "Obligations" (as that term is defined in the Credit Agreement), and all costs of collection, including attorneys' fees if collected by or through an attorney-at-law or under the advice thereof;

Provided, always, and it is the true intent and meaning of the parties, that when Mortgagor shall pay or cause to be paid the Secured Obligations according to the conditions and agreements of the Credit Agreement and of this Mortgage and the other Credit Agreement Documents and shall duly keep, perform and observe all of the covenants, obligations and agreements contained in the Credit Agreement and of this Mortgage and the other Credit Agreement Documents, as required thereunder and hereunder, then this Mortgage shall cease, terminate and be null and void and Mortgagor shall, upon the request of Mortgagor, deliver to Mortgagor a satisfaction or release of this Mortgage in a form suitable for recording; otherwise this Mortgage shall remain in full force and effect.

This Mortgage is given to secure not only the existing Secured Obligations, but also such future advances, whether such advances are obligatory or are to be made at the option of Agent or any of the Secured Parties, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

Notwithstanding the foregoing, in no event will the Secured Obligations exceed \$177,800,000, plus interest and any Protective Advances (hereinafter defined).

3. PAYMENT OF SECURED OBLIGATIONS. Mortgagor will pay the Notes according to the tenor thereof and will pay all other sums now or hereafter secured hereby at the time and in the manner provided under the Credit Agreement, this Mortgage, any instrument evidencing a future advance and any other Credit Agreement Document and Mortgagor will otherwise perform, comply with and abide by each and every of the stipulations, agreements, conditions and covenants contained in the Credit Agreement, this Mortgage and every other Credit Agreement Document.

4. TAXES, LIENS AND OTHER CHARGES.

4.1 Future Taxes and Other Impositions. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured thereby or the manner of collecting taxes so as to affect Agent adversely, Mortgagor shall promptly pay any such tax on or before the due date thereof. If Mortgagor fails to make such prompt payment or if, in the reasonable opinion of Agent, any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Mortgagor from making such payment or would penalize Agent if Mortgagor makes such payment or if, in the reasonable opinion of Agent, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the

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entire balance of the Secured Obligations secured by this Mortgage and all accrued interest thereon shall, at the option of Agent, become immediately due and payable, without any prepayment premium or penalty.

4.2 Current Taxes and Other Impositions. Mortgagor shall pay, at least thirty (30) days before the delinquency thereof, all taxes, levies, license fees, permit fees, liens, judgments, assessments and all other expenses, fees and charges (in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen) of every character whatsoever now or hereafter levied, assessed, confirmed or imposed on, or with respect to, or which may be a lien upon, the Property, or any part thereof, or any estate, right, or interest therein, or upon the rents, issues, income or profits thereof, or incurred in connection with the Credit Agreement, the Secured Obligations or any of the Credit Agreement Documents, and all premiums on policies of insurance covering, affecting, or relating to the Property, as required pursuant to Paragraph 5 hereof, and shall submit to Agent such evidence of the due and punctual payment of all such taxes, assessments, insurance premiums and other fees and charges as Agent may require.

4.3 Mechanics', Materialmen's and Other Liens. Mortgagor shall not suffer any mechanics', materialmen's, laborers', statutory or other lien to remain outstanding upon all or any part of the Property for more than thirty (30) days following the filing thereof, unless Mortgagor shall post a bond securing the full payment thereof.

5. INSURANCE.

5.1 Policies of Coverage. Mortgagor shall, at its expense, procure for, deliver to and maintain for the benefit of Agent until the Secured Obligations are fully repaid, original, fully paid insurance policies providing the following types of insurance relating to the Property, issued by insurance companies with a Best's rating of "A" or better, duly qualified to do business in the State where the Land is located, in such amounts, in such form and content and with such expiration dates as are approved by Agent, in Agent's reasonable judgment, such policies to provide that the insurer shall give Agent at least thirty (30) days' prior written notice of cancellation, amendment, nonrenewal or termination, in the manner provided for the giving of notices under Paragraph 22.5 hereof and to provide that no act done or omission by the insured shall invalidate or diminish the insurance provided to Agent and, except for liability policies, to contain a standard mortgagee clause satisfactory to Agent and showing Agent as a loss payee:

5.1.1 Property Damage Insurance. Broad form property insurance against all risks of physical loss, including, without limitation, fire, extended coverage, vandalism, malicious mischief, earthquake and collapse, with waiver of subrogation, to the extent of the full replacement cost of the Improvements without deduction for depreciation, either without co-insurance requirements or with agreed amount endorsement attached;

5.1.2 Liability Insurance. Public liability insurance covering all liabilities incident to the ownership, possession, occupancy and operation of the

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Property and naming Agent as an additional insured thereunder, having limits of not less than \$1,000,000 each accident, \$1,000,000 each person, and \$500,000 property damage. Agent reserves the right to require increased coverage under this Subparagraph 5.1.2;

5.1.3 Rent Loss Insurance. Rent loss or business interruption insurance against loss of income arising out of any hazard against which the Property is required to be insured under Subparagraph 5.1.1 above, in an amount not less than twelve (12) months' gross income from the Property;

5.1.4 Flood Hazard Insurance. Flood hazard insurance, if the Property is in an area which is, at any time during the term of this Mortgage, identified by the Secretary of Housing & Urban Development as having special flood or mud slide hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, or in lieu thereof, evidence satisfactory to Agent that no portion of the Property is located in a special flood or mud slide hazard area; and

5.1.5 Other Insurance. Such other insurance with respect to the Property in such amounts as may from time to time be required by Agent, against other insurable casualties which at the time are commonly insured against in the case of properties of similar character, including but not limited to boiler and machinery insurance, and workers' compensation insurance.

5.2 Powers of Agent. Mortgagor covenants and agrees that Agent is hereby authorized and empowered, at Agent's option, to adjust, compromise or settle any loss under any insurance policies maintained pursuant hereto; provided that Mortgagor shall have thirty (30) days following the occurrence of any loss to settle the claim, subject to Agent's prior written approval of the settlement. In addition, Agent is hereby authorized and empowered to collect and receive the proceeds from any policy or policies.

5.3 Use of Insurance Proceeds. After deducting from any insurance proceeds all of its expenses incurred in the collection and administration of such sums, including attorneys' fees, Agent hereby agrees that the net proceeds of property damage insurance or any part thereof, shall be made available to Mortgagor for a period of 270 days following receipt of such net proceeds for restoration, replacement or rebuilding of the Property to a condition which equates as nearly as possible, to the Property's value, function and character which existed immediately prior to such damage or destruction (the "Restoration"), subject to strict compliance with the following terms and conditions:

5.3.1 No Default. There shall be no Default or Event of Default under the Credit Agreement, this Mortgage or any Credit Agreement Document;

5.3.2 Additional Deposits. Mortgagor shall deposit with the Agent all additional sums which are reasonably estimated by Agent as necessary

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to completely pay the costs of Restoration, which sums shall be disbursed by Agent prior to any further disbursements of insurance proceeds; and

5.3.3 Other Conditions. Prior to any disbursement by Agent, the following information shall have been obtained by Mortgagor, at its expense, and submitted to Agent, which information shall be in form and substance satisfactory to Agent, which shall not unreasonably withhold its approval:

5.3.3.1 Plans. Architectural plans and specifications for all construction and Restoration with a total cost of \$50,000.00 or more or drawings for Restoration with a total cost of less than \$50,000.00, which plans and specifications or drawings shall be prepared by a duly licensed architect (the "Architect"), contain an estimate of the cost of all construction;

5.3.3.2 Draw Request. A request for advance signed by Mortgagor, accompanied by billing statements, vouchers and invoices, which request for advance shall expressly warrant that the work for which the advance is requested has been performed in accordance with the approved plans and specifications for Restoration costing more than \$50,000.00 or more, or in accordance with approved drawings for Restoration costing less than \$50,000.00;

5.3.3.3 Proof of Payment. Proof that all invoices for labor and materials have been paid, except those contained in the current request for advance;

5.3.3.4 Lien Waivers. Lien waivers from all payees under previous requests for advances;

5.3.3.5 Reports. A report from the Architect which shall specify the percentage of completion of construction, shall provide detailed comments on specific work performed since the date of the last such report, and shall certify that there are sufficient funds remaining to pay the cost of construction; and

5.3.3.6 Title Policy Endorsement. At the request of Agent, an endorsement to its title policy insuring this Mortgage, which endorsement shall show no liens of record or additional encumbrances not acceptable to Agent.

Upon the earlier of the 270th day following receipt of such net proceeds and the occurrence of any Event of Default, the undisbursed balance of money held by Agent shall be applied toward payment of the Secured Obligations in accordance with Section 2.13 of the Credit Agreement. Agent shall not be obligated to see to the proper application of any amount paid over to Mortgagor. Notwithstanding the other provisions of Paragraph 5.3 hereinabove, the Mortgagor shall be entitled in the absence of any Event of Default, to collect any insurance proceeds for any single occurrence of damage to any property in an amount less than \$50,000.00.

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5.4 Evidence of Payment; Transfer of Interest. At least thirty (30) days prior to the expiration date of each policy maintained pursuant to Paragraph 5.1, a renewal or replacement thereof satisfactory to Agent shall be delivered to Agent. Mortgagor shall deliver to Agent receipts evidencing the full payment of premiums for all such insurance policies and renewals or replacements. The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder. In the event of the foreclosure of this Mortgage or any other transfer of title to the Property in extinguishment or partial extinguishment of the Secured Obligations, all right, title and interest of Mortgagor in and to all insurance policies maintained pursuant to this Paragraph 5 then in force shall belong to the purchaser; and Agent is hereby irrevocably appointed by Mortgagor as attorney-in-fact for Mortgagor to assign any such policy to such purchaser, without accounting to Mortgagor for any unearned premiums therefor.

6. MONTHLY DEPOSITS. If requested by Agent in writing, upon the occurrence and during continuance of a Default, Mortgagor shall deposit with Agent (or at Agent's option, with an escrow agent designated by Agent, whose fee shall be paid by Mortgagor), monthly until the Secured Obligations are fully repaid, such sum or sums determined by Agent in its sole discretion (collectively the "Deposits"), to be sufficient to pay, at least thirty (30) days before due, all impositions. The Deposits shall be held by Agent or such escrow agent free of any liens or claims on the part of creditors of Mortgagor and as part of the security of Agent, to be used by Agent or such escrow agent to pay the Impositions as the same accrue and are payable. Nothing contained herein shall cause Agent to be deemed a trustee as to the Deposits. The Deposits may be commingled with the general funds of Agent and no interest shall be payable to Mortgagor thereon. If the Deposits are insufficient to pay the Impositions in full, as the same become payable, Mortgagor will deposit with Agent, upon Agent's request, such additional sum or sums as may be required. Nothing contained herein shall cause Agent to be obligated to pay any amounts in excess of the amount of funds actually deposited with Agent pursuant to this paragraph. Should Mortgagor fail to deposit with Agent sums sufficient to pay in full the Impositions at least thirty (30) days before the date when due, Agent, at Agent's election, but without any obligation so to do, may advance any amounts required to make up the deficiency, and any amounts so advanced shall be deemed part of the Secured Obligations. Upon any Event of Default, Agent may, at its option, apply any Deposits to the payment of the Secured Obligations in such manner as it may elect. In the event of a foreclosure of this Mortgage, the purchaser of the Property shall succeed to all the rights of Mortgagor in and to such Deposits. The collection of such Deposits by Agent shall not relieve Mortgagor of any of the obligations of Mortgagor under any other provision of this Mortgage.

7. CONDEMNATION. If all or any material portion (as determined by Agent in its reasonable judgment), of the Property shall be taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or quasi-governmental authority and any transfer or grant by private sale made in anticipation of or in lieu thereof), either temporarily or permanently ("Total Taking"), then Agent and the Mortgagor shall apply the condemnation proceeds, after deducting from any condemnation proceeds all of Agent's and Mortgagor's expenses incurred in the collection and administration of such sums, including, without limitation, attorneys' fees, to the Secured Obligations in

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accordance with Section 2.13 of the Credit Agreement. In case of a condemnation which is not a Total Taking, the proceeds may be applied by the Mortgagor within 270 days following receipt of the condemnation proceeds to Restoration in the manner provided in paragraph 5.3, and any condemnation proceeds not so applied within such 270 period shall be applied to the Secured Obligations in accordance with Section 2.13 of the Credit Agreement. Promptly upon learning of the institution or the proposed, contemplated or threatened institution of any condemnation proceeding, Mortgagor shall notify Agent of the pendency of such proceedings, and no settlement respecting awards in such proceedings shall be effected without the consent of Agent.

Agent shall be entitled to receive all compensation, awards, proceeds and other payments or relief relating to or payable as a result of condemnation. Agent is hereby authorized at its option, to commence, appear in and prosecute, in its own or in the name of Mortgagor, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Mortgagor to Agent. Agent shall not be obligated to see to the proper application of any amount paid over to Mortgagor. Mortgagor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Agent may require. If, prior to the receipt by Agent of such award or proceeds, the Property shall have been sold on foreclosure of this Mortgage (either judicially or by power of sale), or as a result of other legal action relating to this Mortgage or the Credit Agreement or any other Credit Agreement Document, Agent shall have the right to receive such award or proceeds to the extent of any unpaid Secured Obligations following such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage or the Credit Agreement shall have been sought or recovered, and to the extent of attorneys fees, costs and disbursements incurred by Agent in connection with the collection of such award or proceeds.

8. PRESERVATION AND MAINTENANCE OF PROPERTY.

8.1 General Care. Mortgagor shall keep all Improvements of any kind now or hereafter erected on the Land or any part thereof in good condition and repair, shall not commit or suffer any waste, and shall not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Property or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Property.

8.2 Alterations. Except in the ordinary course of Mortgagor's business and provided the value of the Property is not diminished thereby, Mortgagor shall not remove, demolish or materially alter, enlarge or change any Improvements located on the Land without Agent's consent, nor shall any new Improvements be constructed on the Property without Agent's consent. Mortgagor shall not remove or permit to be removed from the Land any fixture, Personal Property or part of the Property without the consent of Agent, except where appropriate replacements are immediately made which are free of any lien, security interest or claim superior to that of this Mortgage and which have a value and utility at least equal to the value and utility of the Property removed, which replacement shall, without further action, become subject to the lien of this Mortgage.

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8.3 Agent's Inspection. Agent or its representative is hereby authorized to enter upon and inspect the Property at all reasonable times and upon reasonable notice.

8.4 Compliance with Laws. Mortgagor will perform and comply promptly with, and cause the Property to be maintained, used and operated in accordance with, any and all (i) present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental or quasi-governmental authority or agency applicable to Mortgagor or the Property, including without limitation, the requirements of the Americans with Disabilities Act, the Occupational Safety and Health Act and all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and rules, regulations and ordinances of the United States Environmental Protection Agency and all other applicable federal, state and local agencies and bureaus; (ii) similarly applicable orders, rules and regulations of any regulatory, licensing, accrediting, insurance underwriting or rating organization or other body exercising similar functions; (iii) similarly applicable duties or obligations of any kind imposed under any Permitted Exception, or otherwise by law, covenant, condition, agreement or easement, public or private; and (iv) policies of insurance at any time in force with respect to the Property, except where failure to comply, individually or in the aggregate would not with reasonable likelihood result in a material adverse effect on the Mortgagor, the Collateral or the Mortgagor's ability to comply with the Credit Agreement Documents. If Mortgagor receives any notice that Mortgagor or any portion of the Property is in default under or is not in compliance with any of the foregoing, or notice of any proceeding initiated under or with respect to any of the foregoing, Mortgagor will promptly furnish a copy of such notice to Agent.

8.5 Damage or Destruction. If all or any part of the Property shall be damaged by fire or other casualty, Mortgagor shall give immediate written notice thereof to Agent and shall promptly commence and diligently prosecute to completion, Restoration of the Property; and if a part of the Property shall be damaged through condemnation, Mortgagor shall promptly commence and diligently prosecute to completion, Restoration of the remaining portions of the Property in a manner satisfactory to Agent. In the event all or any portion of the Property shall be damaged or destroyed by fire or other casualty or by condemnation, Mortgagor shall promptly deposit with Agent a sum equal to the amount by which the estimated cost of the Restoration as determined by Agent, exceeds the actual net insurance or condemnation proceeds received by Agent in connection with such damage or destruction.

8.6 Change in Zoning or Other Restrictions. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance, easement or other public or private restrictions limiting the uses which may be made of the Property, or any part thereof, without Agent's consent.

9. SECURITY AGREEMENT AND FINANCING STATEMENT. This Mortgage shall also be construed to be, and shall be construed as, a security agreement and a financing statement with respect to any of the Property described herein which may be subject to

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a security interest pursuant to the Uniform Commercial Code, as enacted in the State where the Land is located (the "UCC"), including but not limited to the Personal Property, and Mortgagor hereby grants to Agent a security interest in such Property (collectively the "Collateral").

9.1 Financing Statement. Mortgagor agrees that this instrument or a photostatic or other reproduction hereof, may be filed by Agent in the appropriate records or index as a financing statement for the purpose of perfecting this security interest. This Mortgage is intended to be a "fixture filing" for purposes of the UCC with respect to the items of Property which are or may become fixtures relating to the Property upon recording of this Mortgage in the real estate records of the proper office. The address of the Mortgagor (Debtor) and Agent (Secured Party) are set forth in the first paragraph of this Mortgage.

9.2 Assembly of Collateral. Upon default hereunder and acceleration of the Secured Obligations pursuant to the provisions hereof, or the Credit Agreement, the Agent may, at its discretion, require the Mortgagor to assemble the Collateral and make it available to Agent at a place reasonably convenient to both parties to be designated by Agent.

9.3 Manner of Sale. Upon default hereunder and acceleration of the Secured Obligations pursuant to the provisions hereof, or of the Credit Agreement, all or any part of the Collateral may, at the sole discretion of Agent, be combined with the Land and Improvements and sold together with such Land and Improvements as an entirety, or the Collateral (or any part of the Collateral not sold together with the Land) may be sold separately, as one parcel or in such parcels, manner or order as Agent, in its sole discretion, may elect.

9.4 Notice of Sale. Agent shall give Mortgagor notice of the time and place of any public sale of any Collateral or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Mortgagor at least ten (10) days before the time of the sale or other disposition, which provisions for notice Mortgagor and Agent agree are reasonable.

9.5 Remedies. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as described by the specific statutory provisions now or hereafter enacted and specified in the UCC, all at Agent's sole election.

9.6 Mortgage to Control. The mention in any such financing statement or statements of the rights in and to (i) the proceeds of any insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Mortgagor's interest as landlord in any present or future lease or sublease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to a tenant lease of space in the Property or otherwise, shall not in any way alter any of the rights of Agent as determined by this Mortgage or affect the priority of Agent's security interest granted hereby or by any other recorded document, it being understood and

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agreed that such mention in such financing statement or statements is solely for the protection of Agent in the event any court shall at any time hold with respect to the foregoing clauses (i), (iii), or (iii) of this sentence, that notice of Agent's priority of interest, to be effective against a particular class of persons, must be filed in the Uniform Commercial Code records. This security interest shall attach thereto as soon as Mortgagor obtains any interest in any of the Collateral and before the Collateral becomes fixtures or before the Collateral is installed or affixed to other collateral for the benefit of Agent, to secure the Secured Obligations and all other sums and charges which may become due hereunder or thereunder. The security interest held by Agent shall cover cash and non-cash proceeds of the Collateral, but nothing contained herein shall be construed as authorizing, either expressly or by implication, the sale or other disposition of the Collateral by Mortgagor, which sale or other disposition is hereby expressly prohibited without the Agent's prior written consent, or as otherwise provided herein. No personal property or business equipment owned by any tenants holding under Mortgagor is included within this Mortgage.

9.7 Mortgagor's Warranties. Mortgagor warrants that (i) Mortgagor's name, identity, and principal place of business are as referred to in the first paragraph of this Mortgage, (ii) the location of all tangible Collateral is upon the Land, and (iii) all Collateral now is, and all replacements thereof, substitutions therefor or additions thereto will be, free and clear of liens, encumbrances or security interests of others, except as to the Permitted Exceptions. Mortgagor covenants and agrees that Mortgagor will furnish Agent with notice of any change in the matters addressed by clauses (i) through (iv) of this Paragraph 9.7 within thirty (30) days of the effective date of any such change.

9.8 Restrictions on Leasing and Other Transfers. Mortgagor further covenants and agrees that all of the Collateral shall be owned by Mortgagor and shall not be the subject matter of any Lease or other instrument, agreement or transaction whereby the ownership or beneficial interest thereof or therein shall be held by any person or entity other than Mortgagor, except for the Permitted Exceptions and except to the extent Agent consents in writing to any Lease of any of such Collateral, which consent may be withheld or delayed in Agent's sole discretion. If any Personal Property is subject to a Lease or conditional sales agreement, the term "Property" shall include all of Mortgagor's interest in any such Lease or conditional sales agreement, the property covered thereby and any deposits made thereunder. Mortgagor shall not create or cause to be created any security interest covering any such Collateral, other than (i) the security interest created herein in favor of Agent, (ii) the rights of tenants lawfully occupying the Property pursuant to Leases approved by Agent, and (iii) the Permitted Exceptions.

10. FURTHER ASSURANCES. At any time, and from time to time, within fifteen (15) days of request by Agent, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered, to Agent and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Agent, any and all such other and further mortgages, security agreements, financing statements, continuation statements, instruments of further assurances, certificates and other documents as may, in the opinion of Agent, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, (i) the

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obligations of Mortgagor described in the Credit Agreement, this Mortgage or any of the other Credit Agreement Documents, and (ii) the lien of this Mortgage as a first and prior lien upon and security interest in and to all of the Property, whether now owned or hereafter acquired by Mortgagor, subject only to the Permitted Exceptions. Upon any failure by Mortgagor so to do, Agent may make, execute, record, file, re-record and/or refile any and all such mortgages, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Agent the agent and attorney-in-fact of Mortgagor so to do.

11. EXPENSES. Mortgagor shall pay or reimburse Agent for all attorneys' fees, costs and expenses incurred by Agent in any suit, action, legal proceeding or dispute of any kind in which Agent is made a party or appears as a party plaintiff or defendant, affecting the Secured Obligations, this Mortgage or the interest created herein, or the Property, including, without limitation, any foreclosure proceedings, any condemnation action involving the Property, any federal bankruptcy proceeding or state insolvency proceeding involving the priorities or rights of creditors, any action to protect the security hereof, or any action or proceeding commenced by any governmental authority with respect to the storage, disposal or clean-up of toxic or Hazardous Materials (as defined in the Credit Agreement) on the Property; and any such amounts paid by Agent shall be added to the Secured Obligations secured by the lien of this Mortgage and shall bear interest from and after the date when paid at the applicable rate in effect under the Credit Agreement after an Event of Default (the "Default Rate").

12. SUBROGATION. To the full extent of the Secured Obligations, Agent is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each lien, claim, demand and other encumbrance on the Property which is paid or satisfied, in whole or in part, out of the proceeds of the Secured Obligations, and the respective liens, claims, demands and other encumbrances shall be, and each of them is hereby, preserved and shall pass to and be held by Agent as additional collateral and further security for the Secured Obligations, to the same extent they would have been preserved and would have been passed to and held by Agent had they been duly and legally assigned, to Agent notwithstanding the fact that any instrument providing public notice of the same may be satisfied and canceled of record.

13. TRANSFER OF THE PROPERTY: SECONDARY FINANCING.

13.1 Transfer of Ownership. The identity and expertise of Borrower and Mortgagor are and continue to be material elements upon which Agent has relied in connection with, and which constitute valuable consideration to Agent for, extending the Secured Obligations pursuant to the Credit Agreement Document, and any change in such identity or expertise could materially impair or jeopardize the security for the payment of the Secured Obligations. Mortgagor covenants and agrees with Agent that without Agent's prior written consent, Mortgagor shall not, voluntarily or involuntarily: (i) transfer or otherwise dispose of the Property or any interest therein; (ii) if Mortgagor is a corporation, partnership, trust, or other entity', cause or permit the transfer, encumbrance or other disposition of voting control or more than twenty percent (20%) in the aggregate or five percent (5%) in any one instance of the voting interest in Mortgagor; or (iii) cause or permit any junior encumbrance or lien to be placed on the Property or other security for the Secured Obligations, except for the Permitted

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Exceptions. Such consent may be given or withheld by Agent in its sole discretion and may be conditioned upon payment to Agent of a fee for processing the request for consent and other administrative costs incurred in connection therewith, and/or an increase in the rate of interest on the unpaid balance of the Secured Obligations, and/or a change in the term of the Credit Agreement, and/or other changes in the terms of any of the Credit Agreement Documents, all of which Mortgagor hereby agrees are reasonable conditions to the approval of any such transfer. In all events, if Agent consents to any such sale, transfer, conveyance, pledge, encumbrance, assignment, hypothecation or disposition, at the option of Agent, the manager of the Property (if different from the transferee) shall be a creditworthy person or entity of sound financial reputation.

13.2 Consent Not A Waiver. The consent by Agent to any sale, transfer, conveyance, pledge, encumbrance, assignment, creation of a security interest in or other hypothecation or disposition of the Property or the beneficial interests of Mortgagor shall not be deemed to constitute a novation of the Secured Obligations or a consent to any further sale, transfer, pledge, encumbrance, creation of a security interest or other hypothecation or disposition, or to waive Agent's right, at its option, to exercise its remedies for default, without notice to or demand upon Mortgagor or to any other person or entity upon any such sale, transfer, pledge, encumbrance, creation of a security interest in or other hypothecation, or disposition to which Agent shall not have consented.

14. PERFORMANCE BY AGENT OF OBLIGATIONS OF MORTGAGOR. Mortgagor covenants and agrees that, if it shall default in the payment of any tax, lien, assessment, or charge levied or assessed against the Property; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, and any of the foregoing defaults shall continue past applicable notice and cure periods, if any, then Agent, at its option, but without any obligation whatsoever to do so, may pay, perform or observe the same, and all payments made or costs incurred by Agent in connection therewith shall be secured hereby and shall be, upon demand, immediately repaid by Mortgagor to Agent with interest thereon from the date of such demand to the date Agent is reimbursed therefor, at the Default Rate. Agent shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. Agent is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term without thereby becoming liable to Mortgagor or any person in possession of any portion of the Property holding under Mortgagor.

15. ESTOPPEL AFFIDAVITS. Mortgagor, upon ten (10) days' prior written notice, shall furnish to Agent a written affidavit, sworn to and signed by Mortgagor, setting forth (i) the unpaid principal of, and interest on the Secured Obligations; (ii) whether or not any offsets or defenses exist against such principal and interest; (iii) whether or not any Default or Event of Default exists under the Credit Agreement, this Mortgage or any of the other Credit Agreement Documents, and (iv) the then state of facts relative to the condition of the Property.

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16. BOOKS, RECORDS, ACCOUNTS AND MONTHLY REPORTS.

Mortgagor shall keep and maintain, or shall cause to be kept and maintained, at Mortgagor's cost and expense, proper and accurate books, records and accounts reflecting all items of income and expense in connection with the operation of the Property and in connection with any services, equipment, or furnishings provided in connection with the operation of the Property.

Agent and Agent's agents, accountants and attorneys shall have the right, from time to time at all times during normal business hours (upon reasonable notice to Mortgagor), to examine such books, records and accounts at the office of Mortgagor or such other person or entity maintaining such books, records or accounts and to make copies or extracts thereof as Agent shall desire and to discuss Mortgagor's affairs, finances and accounts with Mortgagor and with the officers and principals of Mortgagor, at such reasonable times as may be requested by Agent.

17. EVENTS OF DEFAULT.

17.1 Definitions. The term "Default" shall mean any fact or circumstance that with lapse of time or notice or both would constitute an Event of Default, and the term "Event of Default" wherever used in this Mortgage, shall have the meaning assigned to such term in the Credit Agreement:

17.2 Acceleration of Maturity. Except as otherwise stated herein, if a Default or an Event of Default shall have occurred, then the entire Secured Obligations shall, at the option of Agent, become immediately due and payable without notice or demand, which are hereby expressly waived, time being of the essence of this Mortgage; and no omission on the part of Agent to exercise such option when entitled to do so shall be construed as a waiver of such right.

18. AGENT'S RIGHTS AND REMEDIES. If a Default or an Event of Default shall have occurred, Agent shall have the following rights and remedies, which shall be in addition to and not in limitation of, any other rights and remedies set forth in this Mortgage or any of the other Credit Agreement Documents:

18.1 Foreclosure Sale. Agent may foreclose the lien hereof. In the event of any foreclosure sale, the Property may be sold in one or more parcels;

18.2 Appointment of Receiver. Agent shall be entitled to the appointment of a receiver by any court of competent jurisdiction, without notice and without regard to the sufficiency or value of any security for the Secured Obligations secured hereby or the solvency of any party bound for its payment. The receiver shall have all of the rights and powers permitted under the laws of the state within which the Land is located. Mortgagor shall pay to Agent upon demand all expenses, including receiver's fees, attorneys' fees, costs, and agent's compensation, incurred pursuant to the provisions of this Paragraph 18.2; and all such expenses shall be secured by this Mortgage;

18.3 Suit for Foreclosure. Agent may institute an action for the foreclosure of this Mortgage in accordance with the Illinois Mortgage Foreclosure Law

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(735 ILCS 5/15-1101 (1998) (the "Act"), and for the sale of the Property pursuant to the judgment or decree of a court of competent jurisdiction;

18.4 Purchase by Agent. Upon any foreclosure sale, Agent may bid for and purchase the Property and shall be entitled to apply all or any part of the Secured Obligations as a credit to the purchase price;

18.5 Application of Proceeds of Sale. In the event of a foreclosure sale of all or any portion of the Property, the proceeds of such sale shall be applied, in whatever order Agent in its sole discretion may decide, to the expenses of such sale and of all proceedings in connection therewith, including attorneys' fees, to insurance premiums, liens, assessments, taxes and charges, including utility charges, advanced by Agent, to payment of the outstanding principal balance of the Secured Obligations, together with any prepayment premiums, fees or charges herein or due under the Credit Agreement provided, or to the accrued interest on all of the foregoing, and finally the remainder, if any, shall be paid to Mortgagor;

18.6 Mortgagor as Tenant at Sufferance. In the event of any such foreclosure sale by Agent, Mortgagor shall be deemed a tenant at sufferance and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of applicable law;

18.7 Discontinuance of Proceedings. In case Agent shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceeding shall have been withdrawn, discontinued or abandoned for any reason, or shall have been determined adversely to Agent, then in every such case (i) Mortgagor and Agent shall be restored to their former positions and rights, (ii) all rights, powers and remedies of Agent shall continue as if no such proceeding had been taken, (iii) each and every Default and Event of Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be deemed to be a continuing default, and (iv) neither this Mortgage, nor the Credit Agreement, nor the Secured Obligations, nor any of the other Credit Agreement Documents shall be or shall be deemed to have been released or otherwise affected by such withdrawal, discontinuance or abandonment; and Mortgagor hereby expressly waives the benefit of any statute or rule or law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the above;

18.8 No Reinstatement. If a default under the Credit Agreement shall have occurred and Agent shall have proceeded to enforce any right, power or remedy permitted hereunder, then a tender of payment by Mortgagor or by anyone on behalf of Mortgagor of the amount necessary to satisfy all sums due hereunder made at any time prior to foreclosure, or the acceptance by Agent of any such payment so tendered, shall not constitute a reinstatement of the Notes, Credit Agreement or this Mortgage;

18.9 Suits to Protect the Property. Agent shall have the power (i) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or in violation of this

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Mortgage, (ii) to preserve or protect its interest in the Property and in the Income, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Agent;

18.10 Marshaling. At any foreclosure sale, the Property may, at Agent's option, be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshaling; and in case Agent, in the exercise of the power of sale herein given or its right to institute foreclosure proceedings, elects to sell the Property in parts or parcels, such sales may be held from time to time, and the power and right shall not be fully executed until all of the Property not previously sold shall have been sold;

18.11 Waiver of Appraisal, Valuation, etc. Mortgagor agrees, to the full extent permitted by law, that in case of a Default hereunder, neither Mortgagor nor anyone claiming through or under Mortgagor will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, stay, extension, homestead right, entitlement or exemption or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Property or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws. Appraisal of the Property is hereby waived or not waived at the option of Agent, such option to be exercised at or prior to the time judgment is rendered in any judicial foreclosure.

18.12 Multi-State Collateral. To the extent the Credit Agreement is now or hereafter further secured by mortgages, security interests, deeds of trust, pledges, contracts of guaranty or other additional securities located in one or more states, Agent may, at its option, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds received upon the Credit Agreement without affecting the status of, or waiving any right to exhaust, all or any other security including the security hereunder, and without waiving any breach or default or any right of power, whether exercised hereunder or contained herein, or in any documents relating to such other security.

No right, power or remedy conferred upon or reserved to Agent by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under any of the other Credit Agreement Documents or now or hereafter existing at law or in equity.

19. ENVIRONMENTAL INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. In connection with the execution of this Mortgage, the Mortgagor has executed

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that certain Environmental Indemnification Agreement of even date herewith, covering the Property (the "Environmental Agreement"), the terms of which will survive both the payment of the Secured Obligations and the release of this Mortgage. An Event of Default under the Environmental Agreement shall constitute and Event of Default under this Mortgage.

20. ASSIGNMENT OF LEASES AND RENTS.

20.1 All right, title, and interest of Mortgagor in and to all Leases and Income are hereby transferred and assigned simultaneously herewith to Agent. Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything to the contrary notwithstanding, that Agent shall not exercise any of the rights or powers conferred upon it by this paragraph until the occurrence of a Default or an Event of Default.

20.2 Following the occurrence of a Default or an Event of Default and during the continuance thereof, (a) Agent shall have the rights and powers as are provided herein (b) this Mortgage shall constitute a direction to each lessee under the Leases and each guarantor thereof to pay all rents directly to Agent without proof of the Default or Event of Default, and (c) Agent shall have the authority, as the Mortgagor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Mortgagor and to bind Mortgagor on all papers and documents relating to the operation, leasing and maintenance of the Property.

20.3 If the Mortgagor, as lessor under any Lease, shall neglect or refuse to perform, observe and keep all of the covenants, provisions and agreements contained in such Lease, then Agent may perform and comply with any such lease covenants, agreements and provisions. All reasonable costs and expenses incurred by Agent in complying with such covenants, agreements, and provisions shall constitute Secured Obligations and shall be payable upon demand with interest payable at the Default Rate.

20.4 Agent shall not be obligated to perform or discharge any obligation, duty or liability under any Lease, and the Mortgagor shall and does hereby agree, except to the extent of Agent's gross negligence or willful misconduct, to indemnify and hold the Agent harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Lease. Should Agent incur any such liability, loss or damage under any lease or under or by reason of its assignment to Agent, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Obligations and shall be payable upon demand with interest payable at the Default Rate.

21. PROTECTIVE ADVANCES. All advances, disbursements and expenditures made by Agent before and during foreclosure, before and after judgment of foreclosure, prior to sale, and where applicable, after sale, and during the pendency of any related proceedings for the following purposes in addition to those otherwise authorized by this

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Mortgage or the Act, including interest thereon at the Default Rate, are hereinafter referred to as "Protective Advances," and shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:

- (a) commercially reasonable advances in accordance with the terms of this Mortgage to: (A) protect, preserve, maintain, repair, rebuild or restore the Property; (B) preserve the lien of this Mortgage or the priority thereof; or (C) enforce this Mortgage, as referred to in Subsection (b)(5) of Section 15-1302 of the Act;
- (b) payments of (A) when due, installments of real estate taxes and other assessments due with respect to the Property; (B) other obligations authorized by this Mortgage; or (C) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, all as referred to in Section 15-1505 of the Act;
- (c) reasonable attorneys' fees and other reasonable costs incurred in connection with the foreclosure of this Mortgage as referred to in Sections 15-1504(d)(2) of the Act and in connection with any other litigation or administrative proceeding to which the Agent may be or become or be threatened or contemplated to be a party, including bankruptcy proceedings, or in the preparation for the commencement or defense of any such suit or proceeding; including filing fees, appraisers' fees, outlays for documents and expert evidence, witness fees, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of judgment) of procuring all such abstracts of title, title charges and examination, foreclosure minutes, title insurance policies, appraisals, and similar data and assurances with respect to title and value as Agent may deem reasonably necessary either to prosecute or defend such suit or, in case of foreclosure, to evidence to bidders at any sale which may be had pursuant to the foreclosure judgment the true condition of the title to or the value of the Property;
- (d) Agent's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 15-1508 of the Act;
- (e) expenses deductible from proceeds of sale referred to in Subsections (a) and (b) of Section 15-1512 of the Act; and
- (f) expenses incurred and expenditures made by Agent for any one or more of the following: (A) premiums upon casualty and liability insurance made by Agent whether or not Agent or a receiver is in possession, if reasonably required and all renewals thereof, without regard to the limitation to the maintenance of existing insurance in effect at the time any receiver or Agent takes possession of the mortgaged real estate imposed by Subsection (c)(1) of Section 15-1704 of the Act; (B) payment reasonably required or deemed by Mortgagee to be for the benefit of the Property or reasonably required to be made by the owner of the Property under any grant or declaration of easement, easement agreement, reciprocal easement agreement, agreement with any adjoining land owners or other instruments creating covenants or restrictions for

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the benefit of or affecting the Property; (C) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (D) any commercially reasonable repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; and (E) pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by Mortgagor.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded, pursuant to Subsection (b)(5) of Section 15-1302 of the Act.

The Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, be included in:

- (1) determination of the amount of indebtedness secured by this Mortgage at any time;
- (2) the indebtedness found due and owing to the Agent in the judgment of foreclosure and any subsequent amendment of such judgment, supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after entry of such judgment, it being hereby agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;
- (3) determination of amounts deductible from sale proceeds pursuant to Section 15-1512 of the Act;
- (4) determination of the application of income in the hands of any receiver or mortgagee in possession; and
- (5) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 15-1508 and Section 15-1511 of the Act.

All moneys paid for Protective Advances or any of the other purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Agent to protect the Property and the lien hereon, shall be deemed additional indebtedness secured hereby, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at 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 Mortgagor.

22. Placement of Collateral Protection Insurance. Unless Mortgagor provides Agent with evidence of the insurance required by this Mortgage, Agent may purchase insurance at Mortgagor's expense to protect Agent's interests in Mortgagor's collateral. This insurance may, but need not, protect Mortgagor's interests. The coverage that Agent purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the collateral. Mortgagor may later cancel any insurance purchased by Agent, but only after providing Agent with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Agent purchases insurance for the collateral, Mortgagor will be responsible for the

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costs of that insurance, including interest and any other charges Agent may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Obligations. The costs of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

23. Mortgagee in Possession. In addition to any provision of this Mortgage authorizing Agent to take or be placed in possession of the Property, or for the appointment of a receiver, Agent shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Property or at its request to have a receiver appointed, and such receiver, or Agent, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act.

24. MISCELLANEOUS.

24.1 Successors and Assigns. Subject to Paragraph 13.1 hereof, this Mortgage shall inure to the benefit of and be binding upon Mortgagor and Agent and their respective legal representatives, successors, and assigns. Whenever a reference is made in this Mortgage to Mortgagor or Agent, such reference shall be deemed to include a reference to the heirs, devisees, legal representatives, successors, and assigns of Mortgagor or Agent, whether so expressed or not. All of the grants, covenants, terms, provisions and conditions herein contained shall run with the Land and shall apply to, bind and inure to the benefit of, the successors and assigns of Mortgagor and Agent. This Mortgage is assignable by Agent, and any assignment hereof by Agent shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Agent.

24.2 Terminology. All personal pronouns used in this Mortgage whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Paragraphs and Subparagraphs are for convenience only and neither limit nor amplify the provisions of this Mortgage itself and all references herein to Paragraphs or Subparagraphs shall refer to the corresponding Paragraphs or Subparagraphs of this Mortgage.

24.3 Severability. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

24.4 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State where the Property is located.

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24.5 Notices, Demands, and Requests. All notices, demands or requests provided for or permitted to be given pursuant to this Mortgage shall be in writing and shall be given in accordance with the Credit Agreement.

24.6 Consents and Approvals. All approvals and consents hereunder shall be in writing and no approval or consent shall be deemed to have been given hereunder unless evidenced in a writing signed by the party from whom the approval or consent is sought.

24.7 Waiver. No delay or omission of Agent or of any holder of the Notes or the Credit Agreement to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to Agent may be exercised from time to time and as often as may be deemed expedient by Agent. No consent or waiver, express or implied, by Agent to or of any breach or default by Mortgagor in the performance of the obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligation of Mortgagor hereunder. Failure on the part of Agent to complain of any act or failure to act or to declare a Default or an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Agent of its rights hereunder or impair any rights, powers or remedies consequent on any breach or default by Mortgagor. If Agent (i) grants forbearance or an extension of time for the payment of any portion of the Secured Obligations; (ii) takes other or additional security for the payment of any portion of the Secured Obligations; (iii) waives or does not exercise any right granted herein or in the Credit Agreement; (iv) releases, with or without consideration, any part of the Property from the lien of this Mortgage or otherwise changes any of the terms, covenants, conditions or agreements of the Credit Agreement or this Mortgage; (v) consents to the filing of any map, plat or replat affecting the Property; or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Credit Agreement, this Mortgage or any other obligation of Mortgagor or any subsequent purchaser of the Property or any part thereof, or any maker, cosigner, endorser, surety or guarantor; nor shall any such act or omission impair the validity or priority of the lien of this Mortgage upon the Property or preclude Agent from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default or Event of Default then made or of any subsequent Default or Event of Default. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Agent, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Obligations, or with reference to any of the terms, covenants, conditions or agreements hereof as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings of Mortgagor.

24.8 Replacement of Notes. Upon receipt of evidence reasonably satisfactory to Mortgagor of the loss, theft, destruction or mutilation of a Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement

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reasonably satisfactory to Mortgagor or, in the case of any such mutilation, upon surrender and cancellation of such Note, Mortgagor will execute and deliver, in lieu thereof, a replacement Note, identical in form and substance to such Note and dated as of the date of such Note and upon such execution and delivery all references in this Mortgage to such Note shall be deemed to refer to such replacement Note.

24.9 Time of the Essence. TIME IS OF THE ESSENCE with respect to each and every covenant, agreement, and obligation of Mortgagor under this Mortgage, the Credit Agreement and any and all of the other Credit Agreement Documents.

24.10 Attorneys' Fees. The meaning of the terms "legal fees" or "attorneys' fees" or any other reference to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees and paralegal fees actually incurred at standard hourly rates for legal representation relating to this Mortgage, including but not limited to litigation or appeals at any and all levels of courts and administrative tribunals.

24.11 Credit Agreement. Any inconsistency between this Mortgage and the Credit Agreement shall be construed in favor of the Credit Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, Mortgagor has executed, sealed and delivered this Mortgage the day, month, and year first above written.

Paul R. Weber
Witness
Print Name: Paul R. Weber

John Maltb
Witness
Print Name: John Maltb

MORTGAGOR:

HI-TEMP NORTHLAKE LLC,
a Delaware limited liability company

By: *M C Baliotti*
Name: Marc C. Baliotti
Title: Manager

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 29 day of June, 2006, by Marc C. Baliotti, as Manager of Hi-Temp Northlake LLC, a Delaware limited liability company, on behalf of the limited liability company who is personally known to me, ~~or who has produced~~ _____ as identification.

Kenneth J. Miles
Notary Public, State of New York

My commission expires: 10/14/07

[NOTARIAL SEAL]

KENNETH J. MILES
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02MI6100169
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES 10/14/20 07

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EXHIBIT "A"

Property of Cook County Clerk's Office

UNOFFICIAL COPY**PARCEL A:**

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF NORTHWEST 1/4 OF SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, A DISTANCE OF 49.95 FEET; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 204.00 FEET MORE OR LESS TO THE CENTERLINE OF LAKE STREET, ALSO KNOWN AS ELGIN ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF LAKE STREET, ALSO KNOWN AS ELGIN ROAD, A DISTANCE OF 270.00 FEET MORE OR LESS TO A LINE DRAWN PARALLEL WITH AND SAID DISTANCE 75.00 FEET NORTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY LINE OF A FRAME DWELLING DESIGNATED AS BUILDING NO. 214; THENCE SOUTHWESTERLY ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 100.00 FEET MORE OR LESS TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION THROUGH THE PLACE OF BEGINNING; THENCE WESTERLY ALONG SAID RIGHT ANGLE LINE, A DISTANCE OF 215.00 FEET MORE OR LESS TO THE POINT OF BEGINNING, (EXCEPT THEREFROM THAT PART FALLING IN LAKE STREET), IN COOK COUNTY, ILLINOIS.

PARCEL B:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, A DISTANCE OF 49.95 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE EAST AT RIGHT ANGLES 175.00 FEET; THENCE NORTH AT RIGHT ANGLES 204.25 FEET MORE OR LESS TO THE CENTERLINE OF LAKE STREET (UNITED STATES HIGHWAY NO. 20) AS SAID STREET WAS ORIGINALLY LOCATED AND ESTABLISHED; THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF LAKE STREET 158.70 FEET MORE OR LESS TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5; THENCE SOUTH ALONG SAID WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, A DISTANCE OF 271.25 FEET MORE OR LESS TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF FALLING IN LAKE STREET), IN COOK COUNTY, ILLINOIS.

PARCEL C:

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A

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DISTANCE OF 956.62 FEET; THENCE SOUTH PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 43.4 FEET FOR A POINT OF BEGINNING; THENCE WEST ALONG A LINE 43.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 50.0 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 150.0 FEET; THENCE EAST ALONG A LINE 193.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 A DISTANCE OF 412.68 FEET TO THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 150.07 FEET TO A LINE 43.4 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE WEST ALONG SAID LINE, A DISTANCE OF 367.39 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL D:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 956.62 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 43.4 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 50.0 FEET; THENCE SOUTH ALONG A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 272.07 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE OF 1164.71 FEET, MORE OR LESS, IN LENGTH, EXTENDING FROM THE POINT OF BEGINNING SOUTHEASTERLY, FORMING AN ANGLE OF 19 DEGREES, 11 MINUTES, 10 SECONDS FROM EAST TO SOUTHEAST WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 TO A POINT IN A LINE 100.0 FEET NORTHWESTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL WITH THE CENTERLINE OF ILLINOIS COMMERCE COMMISSION TRACK NO. 1267 OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AND THE TANGENT THEREOF EXTENDED SOUTHWESTERLY; THENCE NORTHWESTERLY A DISTANCE OF 959.94 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL E:

EASEMENT FOR DRIVEWAY PURPOSES FOR THE BENEFIT OF PARCELS C AND D AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN RAILWAY COMPANY, A CORPORATION OF WISCONSIN, TO HI-TEMP, INC., A CORPORATION OF DELAWARE DATED JUNE 15, 1967 AND RECORDED JUNE 23, 1967 AS DOCUMENT 20176488 AND RERECORDED JUNE 5, 1968 AS DOCUMENT 20509360 OVER AND UPON THE FOLLOWING DESCRIBED PREMISES: THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL A HEREIN DESCRIBED; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE HEREIN DESIGNATED AS "LINE A", A DISTANCE OF 410.00 FEET MORE OR LESS, TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, A DISTANCE OF 100.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY SPUR TRACK ILLINOIS COMMERCE COMMISSIONS NO. 1267, AS NOW LOCATED AND ESTABLISHED; THENCE NORTHERLY ALONG

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THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, A DISTANCE OF 310.00 FEET; THENCE EASTERLY ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 90.00 FEET, MORE OR LESS, TO A POINT DISTANT 50.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES FROM SAID ABOVE DESCRIBED "LINE A"; THENCE NORTHEASTERLY ALONG A LINE PARALLEL WITH SAID "LINE A", A DISTANCE OF 65.00 FEET, MORE OR LESS, TO A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5 THROUGH THE POINT OF BEGINNING; THENCE EASTERLY ALONG SAID LAST DESCRIBED RIGHT ANGLE LINE, A DISTANCE OF 55.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL F:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 5; THENCE WEST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 368.78 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 43.4 FEET; THENCE EAST PARALLEL WITH SAID NORTH LINE OF SAID QUARTER-QUARTER SECTION, A DISTANCE OF 367.39 FEET TO A POINT ON THE EAST LINE OF SAID QUARTER-QUARTER SECTION; THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 43.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL G:

EASEMENT FOR THE BENEFIT OF PARCELS C AND F FOR PUBLIC UTILITIES AS CREATED BY GRANT FROM MYRTLE SIEGEL AND ROBERT SIEGEL, HER HUSBAND, TO HI-TEMP, INC., A CORPORATION OF DELAWARE, DATED AUGUST 29, 1967 AND RECORDED SEPTEMBER 9, 1968 AS DOCUMENT 20608960, OVER THE EAST 13.00 FEET OF LOT 11 IN MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE, A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL H:

A STRIP OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 72 DEGREES, 32 MINUTES, 50 SECONDS EAST, A DISTANCE OF 1163.75 FEET TO A POINT IN A LINE THAT IS 100.0 FEET NORTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH THE CENTERLINE OF ILLINOIS COMMERCE COMMISSION TRACK NO. 1267 OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY AND THE TANGENT THEREOF EXTENDED SOUTHWESTERLY; THENCE NORTH 72 DEGREES, 43 MINUTES, 00 SECOND EAST ON SAID PARALLEL LINE 224.56 FEET TO A POINT IN THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ON SAID LINE 52.36 FEET TO A POINT IN A LINE THAT IS 50.0 FEET NORTHWESTERLY OF THE SAID CENTERLINE OF SAID RAILROAD TRACK (BY RIGHT ANGLE MEASUREMENT); THENCE SOUTH 72 DEGREES, 43 MINUTES, 00 SECOND WEST ON SAID LINE 277.29 FEET TO A POINT IN A LINE THAT IS 80.00 FEET

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SOUTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, OF THE AFORESAID COURSE THAT HAS A BEARING OF SOUTH 72 DEGREES, 32 MINUTES, 50 SECONDS EAST; THENCE NORTH 72 DEGREES, 32 MINUTES, 50 SECONDS WEST ON SAID LINE 1111.07 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00 DEGREE, 04 MINUTES, 00 SECOND EAST ON SAID LINE 83.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL I:

EASEMENT FOR THE BENEFIT OF PARCEL H AS CREATED BY DEED FROM CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, A CORPORATION OF DELAWARE TO BEATRICE FOODS, INC., DATED MAY 9, 1974 AND RECORDED JULY 11, 1974 AS DOCUMENT 22779798 FOR ROADWAY PURPOSES ONLY, OVER AND ACROSS THE FOLLOWING DESCRIBED LAND: A STRIP OF LAND IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 49.95 FEET; THENCE NORTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST AT RIGHT ANGLES TO LAST COURSE 175.0 FEET; THENCE SOUTH 25 DEGREES, 10 MINUTES, 10 SECONDS WEST TO A POINT IN THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SAID POINT BEING 100.00 FEET NORTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, AND PARALLEL WITH THE CENTERLINE OF ILLINOIS COMMERCE COMMISSION TRACK NO. 1267 OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, SAID POINT BEING THE POINT OF BEGINNING OF THIS PARCEL OF LAND; THENCE SOUTH 00 DEGREE, 00 MINUTE, 00 SECOND WEST ON SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 52.36 FEET TO A POINT THAT IS 50.00 FEET NORTHWESTERLY OF, BY RIGHT ANGLE MEASUREMENT, OF SAID CENTERLINE OF RAILROAD TRACK; THENCE SOUTH 90 DEGREES, 00 MINUTE, 00 SECOND EAST AT RIGHT ANGLES TO THE LAST COURSE 28.98 FEET; THENCE NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST PARALLEL WITH SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 114.03 FEET TO THE AFORESAID COURSE THAT HAD A BEARING OF SOUTH 25 DEGREES, 10 MINUTES, 10 SECONDS WEST; THENCE SOUTH 25 DEGREES, 10 MINUTES, 10 SECONDS WEST ON SAID LINE 68.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL J:

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6 WHICH IS 390.46 FEET SOUTH OF THE POINT OF INTERSECTION OF SAID SECTION LINE WITH THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 72 DEGREES, 28 MINUTES, 20 SECONDS IN THE NORTHWEST QUADRANT WITH THE SAID EAST LINE OF SECTION 6, FOR A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SECTION 6, A DISTANCE OF 303.00 FEET TO A POINT; THENCE SOUTHEASTERLY ON A LINE WHICH IS PARALLEL WITH SAID FIRST DESCRIBED LINE FOR A DISTANCE OF 249.58 FEET TO A POINT IN SAID EAST LINE OF SECTION 6; THENCE NORTH ON SAID SECTION LINE, A DISTANCE OF 303.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL K:

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THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID SECTION 6, DISTANT 315.46 FEET SOUTH FROM THE POINT OF INTERSECTION OF SAID SECTION LINE WITH THE CENTERLINE OF LAKE STREET; THENCE NORTHWESTERLY ON A LINE WHICH FORMS AN ANGLE OF 72 DEGREES, 28 MINUTES, 20 SECONDS IN THE NORTHWEST QUADRANT WITH SAID EAST LINE OF SECTION 6, A DISTANCE OF 249.58 FEET TO A POINT; THENCE SOUTH PARALLEL WITH SAID EAST LINE OF SECTION 6, A DISTANCE OF 75.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DEED DATED APRIL 22, 1954 AND RECORDED JUNE 23, 1954 AS DOCUMENT 15941097; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE FIRST HEREIN DESCRIBED COURSE, A DISTANCE OF 249.58 FEET TO THE AFORESAID EAST LINE OF SECTION 6, SAID PARALLEL LINE BEING ALSO THE NORTHEASTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED BY THE AFORESAID DEED RECORDED JUNE 23, 1954 AS DOCUMENT 15941097; THENCE NORTH ALONG SAID EAST LINE OF SECTION 6, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL L:

LOT 12 IN MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL M:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID; THENCE SOUTH ALONG A LINE 60.00 FEET EAST OF AND PARALLEL WITH THE CENTERLINE OF THE OLD CONCRETE PAVEMENT OF WOLF ROAD 252.12 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH ALONG SAID PARALLEL LINE 376.08 FEET TO THE INTERSECTION OF THE SOUTH LINE AND ITS WESTERLY EXTENSION OF LOT 3 IN SAID FARM ADDITION; THENCE WESTERLY ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 AFORESAID, 60.02 FEET TO THE AFOREMENTIONED CENTERLINE OF PAVEMENT OF WOLF ROAD; THENCE NORTH ALONG SAID CENTERLINE AND ITS NORTHERLY EXTENSION 378.0 FEET TO A POINT AT RIGHT ANGLES TO THE POINT OF BEGINNING; THENCE EAST 60.00 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART DEDICATED BY AND ON THE PLAT OF MIDLAND DEVELOPMENT COMPANY'S FARM ADDITION TO NORTHLAKE VILLAGE RECORDED JUNE 14, 1945 AS DOCUMENT 13529319, AS CORRECTED BY INSTRUMENT RECORDED AS DOCUMENT 13593942), IN COOK COUNTY, ILLINOIS.

PARCEL N:

THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 83.33 FEET SOUTH OF THE EAST 1/4 CORNER OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION 86.88 FEET MORE OR LESS, TO A POINT 693.46 FEET SOUTH OF THE CENTERLINE OF LAKE STREET (MEASURED ALONG THE EAST LINE OF SAID SECTION); THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS IN THE NORTHWEST QUADRANT WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 249.58 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 87.53 FEET, MORE OR LESS, TO A POINT ON A LINE DRAWN THROUGH THE POINT OF BEGINNING, AND WHICH FORMS AN ANGLE OF 72 DEGREES 36 MINUTES 50 SECONDS IN THE NORTHWEST QUADRANT WITH THE EAST LINE OF SAID SECTION; THENCE SOUTHEASTERLY ALONG THE LAST DESCRIBED LINE 249.39 FEET, MORE OR LESS TO THE POINT OF BEGINNING, (EXCEPT THE COAL, OIL, GAS, CASINGHEAD GAS, METALS, ROCK AND ALL MINERALS OF EVERY KIND AND NATURE IN, ON, OR UNDER THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF SAID MINERAL ESTATE), IN COOK COUNTY, ILLINOIS.

PARCEL 0:

THAT PART OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS THE WEST 17.0 FEET OF THE EAST 255.0 FEET OF SAID SECTION 6, LYING SOUTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SECTION 6, SAID POINT BEING 315.46 FEET SOUTH OF THE CENTER LINE OF LAKE STREET (AS MEASURED ALONG SAID EAST LINE OF SECTION 6), SAID LINE FORMING AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS, AS MEASURED FROM NORTH TO NORTHWEST WITH THE SAID EAST LINE OF SECTION 6 AFORESAID, AND LYING NORTH OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SECTION 6, SAID POINT BEING 693.46 FEET SOUTH OF THE CENTER LINE OF LAKE STREET (AS MEASURED ALONG SAID EAST LINE OF SECTION 6), SAID LINE FORMING AN ANGLE OF 72 DEGREES 28 MINUTES 20 SECONDS, AS MEASURED FROM NORTH TO NORTHWEST WITH THE SAID EAST LINE OF SECTION 6, IN COOK COUNTY, ILLINOIS.

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PROPERTY ADDRESS: 75 EAST LAKE STREET, MELROSE PARK, IL 60164
5050 W. LAKE, MELROSE PARK, IL 60160
5400 PROVISO DRIVE, BERKELEY, IL 60163
75 E, LAKE ST, NORHLAKE IL 60164
11 LAKE ST, NORTHLAKE IL 60164