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0728533003

Doc#: 0728533003 Fee: \$72.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/12/2007 07:05 AM Pg: 1 of 25

PREPARED BY & RETURN TO:

Barbara A. Trachtenberg
DLA Piper US LLP
33 Arch Street
Boston, Massachusetts 02110

Property Address:

4532 S. KOLIN
CHICAGO, ILLINOIS

LOAN: \$8,727,863.48

MORTGAGE

This Mortgage includes an assignment of leases and rents. This Mortgage is also intended to constitute a fixture financing statement under the Uniform Commercial Code.

THIS MORTGAGE ("**Mortgage**") is made as of this 9th day of October, 2007, by Kolin 46, LLC, an Illinois limited liability company ("**Mortgagor**"), having an address c/o Urban Investment Research Corporation, 4021 W. 36th Street, Chicago, Illinois 60632, in favor of ASB UIRC Holdings, LLC, a Delaware limited liability company, having an address c/o ASB Capital Management, LLC, 2 N. Riverside Plaza, Suite #1411, Chicago, Illinois 60606 ("**Lender**") pursuant to a certain Loan Agreement of even date by and among Mortgagor, PastGo, LLC, an Illinois limited liability company and others named therein (collectively, "**Borrower**") and Lender (the "**Loan Agreement**"). Capitalized terms used in this Mortgage and not defined in this Mortgage shall have the meanings given them in the Loan Agreement.

WITNESSETH:

A. Pursuant to the Loan Agreement Lender has made a loan to Borrower in the maximum principal amount of Thirty-Six Million Two Hundred Ninety-Four Thousand Nine Hundred Sixty-Two Dollars (\$36,294,962), \$8,727,863.48 of which has been allocated to the Property (the "**Loan**"). The Loan will mature on the Maturity Date set forth in the Note (as hereinafter defined). For reference purposes only, the Maturity Date is August 31, 2014. Certain repayment obligations of Borrower with respect to the Loan are evidenced by Borrower's Note of even date herewith made payable to Lender (the "**Note**") in the principal amount of the Loan. Borrower's obligations relating to the payment of principal and interest in connection with the Loan are set forth in the Note and the Loan Agreement, which instruments are hereby incorporated fully into this Mortgage. The rate of interest payable under the Loan Agreement may vary from time to time as set forth in the Note.

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B. Lender is desirous of securing the prompt payment of the Note together with interest and prepayment fees, if any, thereon in accordance with the terms of the Note and the Loan Agreement, and any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note, the Loan Agreement or this Mortgage and any additional sums with interest thereon which may be loaned to Borrower by Lender or advanced by Lender or otherwise owed to Lender under the Loan Documents.

NOW, THEREFORE, to secure payment of the Indebtedness and the performance of the Obligations of the Borrower under the Loan Documents including the covenants and agreements herein contained (collectively, the "**Secured Obligations**"), and contained in the other Loan Documents and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby irrevocably and absolutely does by these presents grant, mortgage, remise, release, warrant, convey, transfer, assign, bargain, and sell to Lender, its successors and assigns, with all powers of sale (if any) and all statutory rights under the applicable laws of the State of Illinois (the "**State**"), the following described property, rights and interests, together with all of Mortgagor's hereafter acquired estate, right, title or interest in or to, such property, rights and interests (collectively referred to as the "**Property**"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (defined below) and not secondarily:

(a) The real property legally described in **EXHIBIT A** attached hereto (the "**Land**");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter erected or situated on the Land, and all fixtures now owned or hereafter acquired by Mortgagor, on or used in connection with the Land or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all right, title and interest of Mortgagor in and to any such fixtures together with the benefit of any deposits or payments now or hereafter made on such fixtures by or on behalf of Mortgagor;

(c) All easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges thereunto belonging or in any wise appertaining to the Land, whether now or in the future, and all the rents, issues, profits, reversions and remainders therefrom;

(d) All right, title and interest, if any, of Mortgagor, in and to the land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Land; and all right, title and interest, if any, of Mortgagor in and to any strips and gores adjoining the Land;

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(e) All rents, revenues, issues, profits, proceeds, income, royalties, security deposits, impounds, reserves, tax refunds, termination payments, cancellation payments, option payments, service reimbursements, prepaid rents, royalties, damages payable upon a default under any Lease, concession fees, lease termination payments, and other rights to revenues from the Property and/or the businesses and operations conducted by Mortgagor on the Property (collectively, the "**Rents**");

(f) All right, title and interest of Mortgagor in all leases, subleases, license agreements, concession agreements, and other occupancy agreements of any nature now or hereafter on the Property whether written or oral ("collectively, **Leases**"), together with all guaranties thereof and security therefor and all monies payable thereunder;

(g) All proceeds of the foregoing, together with any and all judgments, awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, which may be paid or payable with respect to the Property as a result of the exercise of the right of eminent domain, the alteration of the grade of any street, or any fire, casualty, accident, damage or other injury to or decrease in the value of the Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Lender, and of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment, and the proceeds of any sale, option or contract to sell the Property or any portion thereof.

TO HAVE AND TO HOLD the Property with all rights, privileges and appurtenances thereunto belonging, and all rents, issues and profits therefrom, and all right to possession of the Property after any Event of Default unto Lender, its successors and assigns, forever, to secure the prompt payment and performance of all of the Secured Obligations, which include, without limitation, the following:

(i) payment of all principal, Accrued Interest, Additional Interest, any other interest and prepayment fees, if any, evidenced by, and in accordance with the terms of, the Note and the Loan Agreement, and any and all charges, additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Loan Agreement, the Note or this Mortgage and any additional sums with interest thereon which may be loaned to Borrower by Lender or advanced under the Loan Documents;

(ii) payment of such additional sums with interest thereon which may hereafter be loaned to Borrower by Lender or advanced under the Loan Documents, even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Note; and

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(iii) the due, prompt and complete performance of each and every covenant, condition, agreement, representation, warranties and other liabilities and obligations of Borrower or any other obligor contained in the Loan Agreement, this Mortgage, the Note, and every other Loan Document.

MORTGAGOR FURTHER AGREES AS FOLLOWS:

1. **Title.** Mortgagor hereby represents, warrants and covenants that Mortgagor is the holder of fee simple title to the Property, free and clear of any liens and encumbrances except for Permitted Exceptions, and that Mortgagor has legal power and authority to mortgage and convey the Property. At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Mortgage and the rights and powers of Lender created under it, against all adverse claims. Mortgagor shall give Lender prompt notice in writing if any claim is asserted which does or could affect any such matters, or if any action or proceeding is commenced which alleges or relates to any such claim. Lender may, at the expense of Mortgagor, appear in and defend any such claim, action or proceeding and any claim, action or other proceeding asserted or brought against Lender in connection with or relating to any part of the Property or this Mortgage.

2. **Effect of Extensions of Time.** If the payment or performance of the Secured Obligations or any part thereof, is extended or varied, if the rate of interest charged under the Note is changed or if the time for payment or performance of the Secured Obligations is extended or varied, or if all or any part of any security for the payment or performance of the Secured Obligations is released, or if any person or entity liable for the payment or performance of the Secured Obligations is released, or if Lender takes other or additional security for the payment or performance of the Secured Obligations, or if Lender waives or fails to exercise any right granted in this Mortgage, or in the Note, or in any Loan Document, all persons now or at any time hereafter liable for the payment or performance of the Secured Obligations, or any part thereof, or interested in the Property shall be deemed to have assented to such extension, variation, release, change, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions of this Mortgage shall continue in full force, the right of recourse against all such persons being expressly reserved by Lender, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

3. **Assignment of Leases and Rents.**

(a) The assignment of Rents and Leases contained in this Mortgage is present and absolute and is effective immediately. Notwithstanding the foregoing, to the extent expressly provided in the Loan Agreement, until the occurrence of an Event of Default, Mortgagor shall have a revocable license to receive, collect and enjoy the Rents accruing from the Property. Mortgagor shall hold a portion of such Rents so collected by Mortgagor and any other income and profits sufficient to discharge all current sums due under the Loan

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Agreement and the Note, for use in the payment of such sums. Upon the occurrence of an Event of Default, the revocable license shall automatically be revoked and thereafter Lender may, at its option, receive and collect all Rents as they become due.

(b) Mortgagor hereby irrevocably appoints Lender its true and lawful attorney with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Mortgagor, from and after the occurrence of an Event of Default, to demand, collect, receive and give complete acquittance for any and all Rents, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Mortgagor or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the Rents. Following an Event of Default, tenants of the Property are hereby expressly authorized and directed to pay any and all amounts due Mortgagor pursuant to the Leases to Lender or such nominee as Lender may designate in writing delivered to and received by such Tenants who are expressly relieved of any and all duty, liability or obligation to Mortgagor in respect of all payments so made.

(c) From and after the occurrence of an Event of Default, Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to collect the Rents assigned hereunder, either by itself or through a receiver, including the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Mortgagor relating thereto, and may exclude the Mortgagor, its agents and servants, wholly therefrom. Mortgagor hereby consents to the appointment of such receiver. Mortgagor hereby grants full power and authority to Lender to exercise all rights, privileges and powers herein granted at any and all times after service of a notice exercising the powers granted herein, without further notice to Mortgagor, with full power to use and apply all of the Rents herein assigned to the payment of the costs of managing and operating the Property and to any Secured Obligations or any other liability of Mortgagor to Lender, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring buildings or other improvements or to making the same rentable, attorneys' fees, costs and expenses incurred in connection with the enforcement of this Mortgage, and to principal and interest payments due from Borrower to Lender under the Loan Agreement and the Note or this Mortgage, all in such order as Lender may determine. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of

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the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagor in the Leases, provided Lender may, at its sole option, institute any legal or equitable action which Lender in its sole discretion, deems desirable to collect any or all of the Rents.

(d) Following the occurrence of an Event of Default, Lender may perform any or all obligations of Mortgagor under any of the Leases or this Mortgage and take such actions as Lender deems appropriate to protect its security interest including without limitation (i) appearing in any action or proceeding affecting any of the Leases or the Property; (ii) executing new leases and modifying, terminating or canceling existing Leases; (iii) collecting, modifying and compromising any Rents payable under the Leases; (iv) enforcing any of the Leases, including, if necessary, evicting lessees; and (v) any other remedies permitted Lender under applicable law. The foregoing are in addition to the remedies afforded Lender under any of the other Loan Documents or in law or equity, by statute or otherwise, all of which rights are reserved by Lender. It is further understood that the assignment of the Leases contained in this Mortgage shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon Lender, nor shall it operate to make Lender liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

(e) Mortgagor hereby agrees to indemnify, hold harmless and defend Lender from and against any liability, obligation, loss, cost, expense, civil fines, penalties or damage (including attorneys' fees) incurred by Lender under the Leases until such time as Lender shall actually take possession of the Property.

(f) Nothing herein shall be construed as constituting the Lender a mortgagee in possession of the Property in the absence of Lender taking actual possession of the Property.

(g) Pursuant to the requirements of the Illinois Collateral Protection Act, Borrower is hereby notified as follows:

Unless the Borrower provides Lender with evidence of the insurance coverage required by this Mortgage, the Loan Agreement or any of the other Loan Documents, Lender may purchase insurance at Borrower's expense pursuant to this Section 3 to protect Lender's interest in the Property or any other collateral for the Secured Obligations. This insurance may, but need not protect Borrower's interests. The coverage Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection

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with the Property or any other collateral for the Secured Obligations. Borrower may later cancel any insurance purchased by Lender but only after providing Lender with evidence that Borrower has obtained insurance as required by the Mortgage, the Loan Agreement or any of the other Loan Documents. If Lender purchases insurance for the Property or any other collateral for the Secured Obligations, Borrower will be responsible for the costs of that insurance, including interest in any other charges that Lender may lawfully 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 more than the cost of insurance that Borrower may be able to obtain on its own.

4. **Lender's Performance of Defaulted Acts.** In case of an Event of Default, Lender may, but need not, and whether electing to declare the whole of the Secured Obligations due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Mortgagor in this Mortgage or pursuant to any of the other Loan Documents in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Property or contest any tax or assessment or cure any default of landlord in any lease of the Property. All sums paid for any of the purposes authorized in this paragraph and all expenses paid or incurred in connection such purposes, including attorneys' fees, and any other sums advanced by Lender in regard to any Impositions or to protect the Property or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable upon demand, together with interest thereon accruing at the Default Rate until paid. Inaction of Lender shall never be considered as a waiver of any right accruing to Lender on account of any default on the part of Mortgagor. In addition, any costs, expenses and fees, including attorneys' fees, incurred by Lender in connection with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Lender's rights hereunder, (c) recovering any of the Secured Obligations, (d) any litigation or proceedings affecting the Loan Agreement, the Note, this Mortgage, any of the other Loan Documents or the Property, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Loan Agreement, the Note, this Mortgage, any of the other Loan Documents or the Property, shall be so much additional Indebtedness, and shall become immediately due and payable by Borrower to Lender, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate.

5. **Lender's Reliance on Tax Bills, Etc.** Lender, in making any payment hereby authorized:

(a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or

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(b) relating to insurance premiums, may do so according to any bill or statement procured from the appropriate company without inquiry into the accuracy of such bill or statement; or

(c) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

6. **Events of Default; Acceleration.** Upon the occurrence of any Event of Default, then and in every such case the whole of the Secured Obligations shall, at once, at the option of Lender, become immediately due and payable without further notice to Borrower. Without limiting the foregoing, Mortgagor expressly acknowledges and affirms that any Transfer that is not permitted under the Loan Documents constitutes an Event of Default which would give rise to Lender's right to accelerate the Secured Obligations.

7. **Foreclosure.** If the Secured Obligations, or any part thereof, shall not be fully paid when due, whether by acceleration or otherwise, Lender shall have the right to foreclose or cause to be foreclosed the lien of this Mortgage for such Secured Obligations or part thereof and/or to exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the laws of the State applicable to mortgages or deeds of trust affecting property within the State (the "**Lien Laws**"). In the event of a sale of all or any part of the Property as the result of the exercise by Lender of remedies for an Event of Default, pursuant to the powers and rights granted Lender under this Mortgage, or otherwise (a "**Foreclosure**"), Lender is hereby authorized, without the consent of Mortgagor, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Lender may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

8. **Expense of Litigation.** In any Foreclosure, to the extent not prohibited by the Lien Laws, there shall be allowed and included as additional indebtedness secured by this Mortgage and for which Mortgagor shall be obligated, all expenditures and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended in the future) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Lender may deem necessary, whether to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such Foreclosure the true condition of the title to or the value of the Property, or otherwise. All expenditures and expenses of the nature mentioned in this paragraph and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the liens, rights, powers and authority granted pursuant to this Mortgage, including the fees of any attorneys employed by Lender in any litigation or proceeding affecting the Loan Agreement, this Mortgage, the Note or the Property, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or

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proceeding shall be immediately due and payable by Borrower upon demand, with interest accruing at the Default Rate until paid, and shall be secured by this Mortgage.

9. **Application of Proceeds of Foreclosure Sale.** Subject to the provisions of the Lien Laws, the proceeds obtained from any Foreclosure shall be distributed and applied in the following order of priority: first, on account of all costs and expenses incident to the Foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which may, under the terms of the Loan Documents, constitute Secured Obligations additional to that evidenced by the Note, with interest thereon as herein or therein provided and all other Secured Obligations including the principal and interest and other sums (including prepayment premiums) remaining unpaid on the Note; and third, any overplus to any party entitled thereto as their rights may appear or as may be dictated by the Lien Laws.

10. **Appointment of Receiver; Mortgage in Possession.** Upon, or at any time after, the occurrence of an Event of Default, Lender shall have the right, at its sole election and in accordance with the Lien Laws, to appoint a receiver for the Property. At its discretion, Lender may appoint itself as a mortgagee in possession of the Property and in such event, Lender shall have all of the rights as a receiver for the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Property or whether the Property shall be then occupied as a homestead or not, and Lender hereunder or any holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the Rents during the pendency of such Foreclosure, and during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such Rents, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of any period of redemption, including, to the extent permitted by the Lien Laws, the right to lease all or any portion of the Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. To the extent permitted under the Lien Laws, the court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part to:

(a) the Secured Obligations, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and

(b) the deficiency in case of a sale and deficiency.

11. **Rights Cumulative; Modification.** Each right, power and remedy conferred upon Lender in this Mortgage is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing, at law or in equity, and

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each and every right, power and remedy set forth in this Mortgage or any other Loan Document, or otherwise so existing, may be exercised from time to time as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. This Mortgage cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

12. **Lender's Right of Possession in Case of Default.** At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Lender, surrender to Lender possession of the Property. Lender, in Lender's discretion, may enter upon and take and maintain possession of all or any part of the Property, as mortgagee in possession or otherwise, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Lender may then hold, operate, manage and control the Property, either personally or by Lender's agents. Lender shall have full power to use such measures, legal or equitable, as Lender in Lender's discretion may deem proper or necessary to enforce the payment or security of the Rents, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Lender shall have full power to:

- (a) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel such Lease or sublease;
- (b) elect to disaffirm any Lease or sublease which is then subordinate to the lien hereof;
- (c) extend or modify any then existing Leases and to enter into new Leases, which extensions, modifications and Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a Foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Property are subject to the lien of this Mortgage and upon the purchaser or purchasers at any Foreclosure sale, notwithstanding any redemption from sale, discharge of the Secured Obligations, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;
- (d) make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Property as Lender deems are necessary;

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(e) insure and reinsure the Property and all risks incidental to Lender's possession, operation and management thereof; and

(f) receive all of such Rents.

13. **Application of Income Received by Lender.** Subject to the Lien Laws, Lender, in the exercise of the rights and powers hereinabove conferred upon Lender, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Lender may determine:

(a) to the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include compensation to Lender and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized,

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Property; and

(c) to the payment and satisfaction of the Secured Obligations, including any deficiency which may result from any foreclosure sale.

14. **Compliance with Lien Laws.**

(a) If any provision in this Mortgage shall be inconsistent with any provision of the Lien Laws, the provisions of the Lien Laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Lien Laws.

(b) If any provision of this Mortgage shall grant to Lender (including Lender acting as a lender-in-possession) or a receiver any powers, rights or remedies which are more limited than the powers, rights or remedies that would otherwise be vested in Lender or in such receiver under the Lien Laws in the absence of such provision, Lender and such receiver shall be vested with the powers, rights and remedies granted in the Lien Laws to the full extent permitted by law.

15. **Lender's Right of Inspection.** Subject to the rights of tenants at the Property, Lender shall have the right to inspect the Property at all reasonable times and access thereto shall be permitted for that purpose. Without limiting the generality of the foregoing, if Lender deems it reasonably necessary, Lender (by its officers, managers, employees and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default hereunder for any reason in its reasonable discretion, may

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contract for the services of persons (the "Site Reviewers") to perform environmental assessments (the "Site Assessment") on the Property for the purposes of determining whether there exists on or near the Property any environmental conditions which could reasonably be expected to result in liability, cost or expense to the owner, occupier or operator of the Property arising under any state, federal or local law, rule or regulation relating to Hazardous Substances. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Mortgagor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for the presence of Hazardous Substances on the Property and such other tests on the Property as may be appropriate to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Mortgagor will supply to the Site Reviewers such historical and operation information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Lender shall make the results of such Site Assessments fully available to Borrower, and if no Event of Default then exists, Mortgagor may at its election participate under reasonable procedures in the direction of such Site Assessments and the descriptions of Tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Mortgagor upon demand of Lender and such obligations shall be Secured Obligations.

16. **Condemnation.** Mortgagor hereby assigns, transfers and sets over to Lender the entire proceeds of any award or any claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation. Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm such assignment to Lender of any such award or payment.

17. **Release Upon Payment and Discharge of Borrower's Obligations.** Lender shall release this Mortgage and the lien thereof by proper instrument upon payment and discharge of all of the Secured Obligations including any prepayment charges provided for herein or in the Note and payment of a reasonable fee to Lender for the execution of such release together with all reasonable expenses incurred by Lender in connection with the execution of such release.

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

19. **Waiver of Statutory Rights.** To the extent permitted under the Lien Laws, Mortgagor shall not, and will not, apply for, avail itself of, insist upon or plead or in any manner claim or take advantage of any appraisal, homestead, valuation, stay, extension or exemption laws, or any so-called "**Moratorium Laws**", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may

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claim through or under Mortgagor, waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, from sale pursuant to a Foreclosure of this Mortgage on behalf of Mortgagor, and each and every person claiming by, through or under Mortgagor.

20. **Financing Statement.** This Mortgage also constitutes a financing statement for the purpose of Section 9-502 of the Illinois Uniform Commercial Code and shall constitute a "fixture filing" under such statutes.

- (a) The Debtor is the Mortgagor hereunder.
- (b) The Secured Party is the Lender hereunder.
- (c) This financing statement covers the Collateral that is related to the Real Property which includes Goods which are or are to become fixtures on the Real Property.
- (d) Mortgagor is the record owner of the Real Property.
- (e) Mortgagor's organizational identification number is 00638633.

21. **Future Advances.** This Mortgage is given to secure not only present indebtedness, but also future advances of the Loan, whether or not such future advances are obligatory or at the option of Lender, to the same extent as if such future advances were made on the date of the execution of this Mortgage.

22. **Miscellaneous.**

(a) **Successors and Assigns.** This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor and its successors, grantees and assigns, any subsequent owner or owners of the Property and all persons claiming under or through Mortgagor (but this clause shall not be construed as constituting the consent by Lender to the transfer of any interest in the Property), and the word "**Mortgagor**" when used herein shall include all such persons and all persons liable for the payment of or performance of the Secured Obligations or any part thereof, whether or not such persons shall have executed the Note or this Mortgage. The word "**Lender**", when used herein, shall include the successors and assigns of Lender named herein, and the holder or holders, from time to time, of the Note.

(b) **Invalidity of Provisions.** In the event one or more of the provisions contained in this Mortgage or in any other Loan Document shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Lender, not

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affect any other provision of this Mortgage and this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) **Governing Law.** The validity and interpretation of this Mortgage and of all other documents evidencing or securing the Secured Obligations shall be construed in accordance with the laws of the State.

(d) **Rights of Tenants.** Lender shall have the right and option to commence a Foreclosure subject to the rights of any tenant or tenants of the Property. The failure to join any such tenant or tenants as party defendant or defendants in any Foreclosure to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted for satisfaction of the Secured Obligations, or any part thereof, or any deficiency remaining unpaid after Foreclosure and sale of the Property, any statute or rule of law at any time existing to the contrary notwithstanding. Tenants and other transferees of interests in the Property, whether directly or indirectly, shall be subject to all of the terms of this Mortgage and all of the other Loan Documents, which terms include a right in favor of Lender to accelerate the Secured Obligations upon any Transfer that is not permitted by Lender under the Loan Documents.

(e) **Option of Lender to Subordinate.** At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all Leases upon the execution by Lender and recording or registration thereof, at any time hereafter, in the appropriate recording office for the recording of instruments affecting the Property, of a unilateral declaration to that effect.

(f) **Property Management Agreement.** Any property management agreement hereafter entered into by Mortgagor shall, to the extent enforceable under the Lien Laws, be subject and subordinate to the lien of this Mortgage and Lender may terminate such agreement at any time after the occurrence of an Event of Default. Such property management agreement or a short form thereof, evidencing the foregoing subordination, shall, at Lender's request, be recorded with the appropriate recording office for the Property.

(g) **Subrogation.** To the extent that Lender, on or after the date hereof, pays any sum due under any provision of law or any instrument or document creating any lien prior or superior to the lien of this Mortgage, or Mortgagor or any other person pays any such sum with the proceeds of the Loan, Lender shall have and be entitled to a lien on the Property equal in priority to the lien discharged, and Lender shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such

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lien, which shall remain in existence and benefit Lender in securing the Secured Obligations. Lender shall be subrogated, notwithstanding their release of record, to the lien of all mortgages, trust deeds, superior titles, vendors' liens, liens, charges, encumbrances, rights and equities on the Property, to the extent that any obligation under any thereof is directly or indirectly paid or discharged with proceeds of disbursements or advances under the Note.

(h) **Notices.** All Notices required or appropriate under this Mortgage shall be given in compliance with provisions of the Loan Agreement governing the giving of Notices.

23. **Waiver of Jury Trial.** MORTGAGOR AND LENDER, BY ITS ACCEPTANCE OF THIS MORTGAGE, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE THIS MORTGAGE OR BASED UPON, OR ARISING OUT OF, THE SUBJECT MATTER OF THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BORROWER AND LENDER, AND MORTGAGOR ACKNOWLEDGES THAT NEITHER LENDER NOR ANY PERSON ACTING ON BEHALF OF LENDER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. MORTGAGOR AND LENDER EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF THEM HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS MORTGAGE AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FURTHER DEALINGS.

24. **Compliance with State Specific Laws.**

(a) All expenses incurred by Lender which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1101 et. seq.), whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated elsewhere in this Mortgage, shall be included in the Secured Obligations and/or by the judgment of foreclosure.

(b) Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction which does not involve either "agricultural real estate" or "residential real estate," as those terms are used in the Illinois Mortgage Foreclosure Law (735 ILCS 5/15-1501 et. seq.). Mortgagor knowingly and voluntarily waives all rights of redemption and reinstatement arising under said law, to the fullest extent permissible.

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(c) Borrower acknowledges and agrees that (A) the proceeds of the Loan will be used in conformance with subparagraph (1)(1) of Section 4 of "An Act in relation to the rate of interest and other charges in connection with sales on credit and the lending of money," approved May 24, 1879, as amended (815 ILCS 205/4(1)(1)); (B) the Secured Obligations have been incurred by Borrower solely for business purposes of Borrower and for Borrower's investment or profit, as contemplated by said Section 4; (C) the Secured Obligations constitutes a loan secured by real estate within the purview of and as contemplated by said Section 4; and (D) the Secured Obligations is an exempted transaction under the Truth-In-Lending Act, 15 U.S.C. Sec. 1601 *et. seq.* has been entered into solely for business purposes of Borrower and Borrower's investment or profit, as contemplated by said section.

(d) The maximum indebtedness secured by this Mortgage shall not exceed \$70,989,924.

[The balance of this page is intentionally blank; signature page follows.]

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed and delivered as of the date first above written.

MORTGAGOR:

Kolin 46, LLC, an Illinois limited liability company

By: PastGo, LLC, its sole member

By


Name: S. Bismarck Brackett

Title: Manager

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Sherry A. Hojnacki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that S. Bismarck Brackett, personally known to me to be the Manager of PastGo, LLC, the sole member of Kolin 46, LLC whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that as such, he signed and delivered the said Instrument of writing for Kolin 46, LLC as his free and voluntary act and as the free and voluntary act and deed of Kolin 46, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 4th day of October, 2007.

Sherry A. Hojnacki
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Street Address: 4532 W. Kolin, Chicago, Illinois

PIN:

PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE WEST 46TH STREET (A PRIVATE STREET), SAID NORTH LINE OF WEST 46TH STREET, BEING 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SECTION 3 AND WEST LINE OF SOUTH KOLIN AVENUE; SAID WEST LINE OF SOUTH KOLIN AVENUE, BEING 236.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET AT ITS INTERSECTION WITH A LINE, A DISTANCE OF 36.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE, 1686.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO A POINT, 51.93 FEET EAST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT IN THE WEST LINE OF SOUTH KOLIN AVENUE, SAID POINT BEING 1699.32 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE SOUTH ALONG THE WEST LINE OF SOUTH KOLIN AVENUE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 46TH STREET (A PRIVATE STREET), SAID NORTH LINE OF WEST 46TH STREET, BEING 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3, AFORESAID AND A LINE, 36.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET TO ITS INTERSECTION WITH A LINE, A DISTANCE OF 163.07 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT, 257.87 FEET NORTH OF SAID NORTH LINE OF

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WEST 46TH STREET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH A LINE, 1686.32 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3, SAID POINT OF INTERSECTION BEING 366.07 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH THE AFORESAID LINE, 36.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE, 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3, AFORESAID AND A LINE, 163.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT, 257.87 FEET NORTH OF SAID LINE, 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH A LINE, 1686.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTERLINE OF SECTION 3, SAID POINT OF INTERSECTION BEING 366.07 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 187.02 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 346.85 FEET AND BEING TANGENT TO LAST DESCRIBED COURSE AT SAID POINT OF CURVE, AN ARC DISTANCE OF 72.04 FEET, MORE OR LESS, TO A POINT, 624.57 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1678.87 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO ITS POINT OF INTERSECTION WITH A LINE, 262.00 FEET NORTH OF AND PARALLEL TO SAID LINE, 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3, SAID POINT OF INTERSECTION BEING 503.95 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE, 463.07 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT ON THE LINE, 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF SECTION 3, AFORESAID; THENCE EAST ALONG SAID LAST DESCRIBED LINE TO THE POINT OF BEGINNING;

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:
THE EAST AND WEST CENTERLINE OF SAID SECTION 3, AS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3, AFORESAID AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3 TO

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A POINT ON THE WEST LINE OF SAID SECTION 3, MEASURED 2598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3, AFORESAID AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, AS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3, AFORESAID AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AFORESAID AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE, 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF SECTION 3, AFORESAID AND A LINE, 463.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE NORTH ALONG SAID LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE, 262.00 FEET NORTH OF AND PARALLEL TO SAID LINE, 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED LINE TO A POINT, 503.95 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE TO A POINT OF TANGENCY IN A CURVED LINE, SAID POINT BEING 624.57 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1678.87 FEET SOUTH OF THE EAST AND WEST CENTERLINE OF SECTION 3, THE AFOREMENTIONED COURSES BEING THE WESTERLY AND SOUTHWESTERLY BOUNDARY LINES OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO, TO THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY A DEED DATED MAY 31, 1950 AND RECORDED AUGUST 21, 1950 AS DOCUMENT 14821679; THENCE NORTHWESTERLY ALONG THE AFORESAID CURVED LINE, WHICH IS CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 346.85 FEET AND AN ARC DISTANCE OF 67.20 FEET, MORE OR LESS, TO A POINT OF COMPOUND CURVE, SAID POINT BEING 688.44 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1658.75 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 775.49 FEET AND AN ARC DISTANCE OF 67.67 FEET, MORE OR LESS, TO A POINT OF COMPOUND CURVE, SAID POINT BEING 749.33 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1629.62 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 330.62 FEET AND AN ARC DISTANCE OF 54.24 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING 794.75 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1600.35 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF

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SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT, WHICH IS 729.01 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1651.07 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 259.00 FEET TO ITS INTERSECTION WITH A LINE, 663.07 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3, SAID INTERSECTION BEING 1687.75 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO A POINT ON A LINE, 1966.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF SECTION 3, AFORESAID; THENCE EAST ALONG SAID LAST MENTIONED LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 46TH STREET (A PRIVATE STREET) AND A LINE, 663.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3, SAID PARALLEL LINE BEING THE WESTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED DECEMBER 15, 1950, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON MARCH 26, 1951, IN BOOK 46594 AT PAGE 498 AS DOCUMENT 15037241; THENCE WEST ALONG SAID NORTH LINE OF WEST 46TH STREET, A DISTANCE OF 235.08 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE AT THIS POINT OF THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY ON MARCH 8, 1951, IN BOOK 46556 AT PAGE 458, AS DOCUMENT 15026337; THENCE NORTHERLY ALONG LAST DESCRIBED LINE, A DISTANCE OF 476.38 FEET TO A POINT, SAID POINT BEING 896.27 FEET, MORE OR LESS, WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 383.96 FEET TO A POINT, WHICH IS 794.75 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1600.35 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT, WHICH IS 729.01 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE AND 1651.07 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 259.00 FEET TO ITS INTERSECTION WITH AFORESAID LINE, 663.07 FEET WEST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3, SAID INTERSECTION BEING 1687.75 FEET SOUTH OF SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING;

Exhibit A

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THE THREE LAST MENTIONED COURSES BEING THE SOUTHWESTERLY AND WESTERLY BOUNDARY LINES OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY AFOREMENTIONED DEED DATED DECEMBER 15, 1950 AND RECORDED AS DOCUMENT 15037241, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON EAST LINE OF KOLIN AVENUE, 1666.32 FEET SOUTH OF THE EAST AND WEST CENTERLINE OF SECTION 3; THENCE WEST, 855.90 FEET; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 326.85 FEET, 131.21 FEET TO POINT, 1640.34 FEET SOUTH OF SAID EAST AND WEST CENTERLINE AND 680.53 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 755.49 FEET, 65.92 FEET TO POINT, 1611.96 FEET SOUTH OF SAID EAST AND WEST CENTERLINE AND 739.85 FEET WEST OF NORTH AND SOUTH CENTERLINE; THENCE NORTHWESTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 310.62 FEET, 267.89 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY AT A POINT, 1405.38 FEET SOUTH OF EAST AND WEST CENTERLINE; THENCE SOUTHERLY ON THE EAST LINE SAID RAILROAD TO A POINT, 1489.94 FEET SOUTH OF EAST AND WEST CENTERLINE AND 896.27 FEET WEST OF THE NORTH AND SOUTH CENTERLINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 383.96 FEET TO POINT, 1600.35 FEET SOUTH OF THE EAST AND WEST CENTERLINE AND 794.75 FEET WEST OF THE NORTH AND SOUTH CENTERLINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWESTERLY HAVING A RADIUS OF 330.62 FEET, SOUTH 54.24 FEET TO A POINT, 1629.62 FEET SOUTH OF SAID EAST AND WEST CENTERLINE AND 749.15 FEET WEST OF THE NORTH AND SOUTH CENTERLINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 775.49 FEET, 67.62 FEET TO A POINT, 1658.75 FEET SOUTH OF THE EAST AND WEST CENTERLINE AND 688.44 FEET WEST OF THE NORTH AND SOUTH CENTERLINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 346.85 FEET, 67.20 FEET TO A POINT, 1678.87 FEET SOUTH OF SAID EAST AND WEST CENTERLINE AND 624.57 FEET WEST OF THE NORTH AND SOUTH CENTERLINE; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWEST HAVING A RADIUS OF 346.85 FEET, 72.04 FEET TO A POINT, 1686.32 FEET SOUTH OF EAST AND WEST CENTERLINE AND 553.09 FEET WEST OF NORTH AND SOUTH CENTERLINE; THENCE EASTERLY ON A LINE, 1686.32 FEET SOUTH OF AND PARALLEL TO EAST AND WEST CENTERLINE TO A POINT, 51.93 FEET EAST OF NORTH AND SOUTH CENTERLINE; THENCE SOUTHEASTERLY TO A POINT ON THE WEST LINE OF KOLIN AVENUE, 1699.32 FEET SOUTH OF THE EAST AND WEST CENTERLINE; THENCE EAST TO A POINT IN THE EAST LINE OF KOLIN AVENUE; THENCE NORTH TO THE POINT

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OF BEGINNING, (EXCEPTING THEREFROM THAT PART OF THE LAND FALLING IN KOLIN AVENUE), IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE, 250.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3 WITH A LINE, 358.55 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT OF CURVE, WHICH IS 550.41 FEET WEST OF SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 312.93 FEET AND BEING TANGENT TO LAST DESCRIBED LINE AT SAID POINT OF CURVE, AN ARC DISTANCE OF 104.61 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST HAVING A RADIUS OF 883.18 FEET AND HAVING A COMMON TANGENT LINE WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 77.03 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVED LINE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 311.12 FEET AND HAVING A COMMON TANGENT WITH THE LAST DESCRIBED CURVED LINE AT SAID POINT OF COMPOUND CURVE, AN ARC DISTANCE OF 286.65 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE AT THIS POINT OF THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 8, 1951, IN BOOK 46556 AT PAGE 458 AS DOCUMENT 15026337; THENCE NORTH ALONG LAST DESCRIBED LINE, A DISTANCE OF 14.1 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE, 2032.32 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 648.33 FEET, MORE OR LESS, TO ITS INTERSECTION WITH SAID LINE, WHICH IS 250.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 274.24 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT THE INTERSECTION OF A LINE, 265.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3 WITH A LINE, 2032.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 633.33 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE AT THIS POINT OF THE PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO BY DEED DATED MARCH 6, 1951 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MARCH 8, 1951, IN BOOK 46556, AT PAGE 458, AS DOCUMENT 15026337; THENCE NORTHERLY 66 FEET ALONG LAST DESCRIBED LINE TO ITS INTERSECTION WITH A LINE, 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 633.07 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE SAID LINE, 265.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE SOUTH 66.00 FEET ALONG LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTHWEST 1/4, LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE, 230.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3 WITH A LINE, 2032.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 35.00 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY LINE OF A PARCEL OF LAND CONVEYED BY DOCUMENT 18189635 RECORDED JUNE 15, 1961; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE TO ITS INTERSECTION WITH A LINE, 1966.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 3; THENCE EAST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 35.00 FEET, MORE OR LESS, TO ITS INTERSECTION WITH SAID LINE, 230.07 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PLATS: 19-03-400-069
 19-03-400-094
 19-03-400-097
 19-03-400-102
 19-03-400-174

Exhibit A

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