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PREPARED BY AND AFTER RECORDING
RETURN TO:

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Doc#: 0806433134 Fee: \$68.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
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OPEN-END MORTGAGE AND SECURITY AGREEMENT AND FINANCING STATEMENT

This **OPEN-END MORTGAGE AND SECURITY AGREEMENT AND FINANCING STATEMENT** (hereafter referred to as "Mortgage") made as of February 21, 2008, by and between, **SALT CREEK LLC**, an Illinois limited liability company ("Salt Creek"), **NORTH STAR TRUST COMPANY**, an Illinois corporation, not personally but as trustee under a Trust Agreement dated December 30, 2004 (the "Trustee") and known as Trust Number 04-7699 (the "Trust", and together with Salt Creek, individually and collectively, "Mortgagor"), whose address is c/o Marc Realty, 55 E. Jackson Boulevard, Suite 500, Chicago, Illinois, 60604, Attention: Gerald Lee Nudo, and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association, whose address is 77 W. Wacker Drive, WS6014, 29th Floor, Chicago, Illinois 60601 ("Bank").

WITNESSETH:

To secure payment and performance of obligations under a Promissory Note (the "Note") dated of even date herewith, in the amount of Thirteen Million One Hundred thousand and no/100 Dollars (\$13,100,000.00), made by Mortgagor payable to Bank, this Mortgage, any present or future Letters of Credit issued by Bank for the account of Mortgagor, other loan documents as defined in the Note (the "Loan Documents"), and swap agreements (as defined in 11 U.S.C. § 101) between Bank and Mortgagor, all other indebtedness of Mortgagor to Bank whenever borrowed or incurred, and any renewals, extensions, novations, or modifications of the foregoing, and all obligations of Gerald Lee Nudo and Laurence H. Weiner under that certain Environmental Compliance and Indemnity Agreement of even date herewith (collectively the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Bank, its successors and assigns, all of Mortgagor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Property"): (i) all those certain tracts of land in the Villages of Schaumburg and Westchester, County of Cook, State of Illinois described in EXHIBIT A attached hereto and made part hereof (the "Land"); (ii) all buildings and improvements now or hereafter erected on the Land; (iii) all fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situated or installed in or upon, or used in the operation or maintenance of, the Land or any buildings or improvements situated thereon, whether or not such real, personal or mixed property is or shall be affixed to the Land; (iv) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, any construction, repair or renovation of the buildings and improvements situated or to be situated thereon; (v) all leases, licenses or occupancy agreements of all or any part of the Land and all extensions, renewals, and modifications thereof, and any options, rights of first refusal or guarantees relating thereto; all rents, income, revenues, security deposits, issues, profits, awards and payments of any kind payable under the leases or otherwise arising from the Land;

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(vi) all contract rights, accounts receivable and general intangibles relating to the Land or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies; (vii) all estates, rights, tenements, hereditaments, privileges, easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights; and (viii) all "Proceeds" of any of the above-described property, which term shall have the meaning given to it in the Uniform Commercial Code of Illinois (the "UCC"), whether cash or non-cash, and including insurance proceeds and condemnation awards; and all replacements, substitutions and accessions thereof.

In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and Mortgagor obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the security title and lien of this Agreement.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Bank, its successors and assigns, forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances, except as set forth in title commitment number 1401-008431423 issued by Chicago Title Insurance Company on January 4, 2008. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Bank and Bank's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS that if (i) all the Obligations (including without limitation, all termination payments and any other amounts due under or in connection with any swap agreements (as defined in 11 U.S.C. § 101) secured hereunder) are paid in full, (ii) each and every representation, warranty, agreement, covenant and condition of this Mortgage, and the other Loan Documents, are complied with and abided by, and (iii) any and all swap agreements (as defined in 11 U.S.C. § 101) secured hereunder have matured or been terminated, then this Mortgage and the estate hereby created shall cease and be null, void, and canceled of record.

To protect the security of this Mortgage, Mortgagor further represents and agrees with Bank as follows:

Payment of Obligations. That the Obligations shall be timely paid and performed.

Future Advances. This Mortgage is given to secure not only existing Obligations, but also future advances, including obligations under swap agreements to the same extent as if such future advances and obligations under swap agreements are made on the date of the execution of this Mortgage. The principal amount (including any swap agreements and future advances) that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed \$26,200,000.00, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs or otherwise impacts the priority of any existing or future Obligations secured by this Mortgage.

Grant of Security Interest in Personal Property. This Mortgage constitutes a security agreement under the LCC and shall be deemed to constitute a fixture financing statement. Mortgagor hereby grants a security interest in any personal property included in the Property. On request of Bank, Mortgagor will execute one or more Financing Statements in form satisfactory to Bank and will pay all costs and expenses of filing the same in all public filing offices, where filing is deemed desirable by Bank. Bank is authorized to file Financing Statements relating to the Property without Mortgagor's signature where permitted by law. Mortgagor appoints Bank as its attorney-in-fact to execute such documents

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necessary to perfect Bank's security interest on Mortgagor's behalf. The appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain outstanding.

Nothing herein obligates Bank to provide credit in excess of the Obligations.

Leases, Subleases and Easements. Mortgagor shall maintain, enforce and cause to be performed all of the terms and conditions under any lease, sublease or easement which may constitute a portion of the Property. Mortgagor shall not, without the consent of Bank, which shall not be unreasonably withheld or conditioned or delayed and deemed granted if not disapproved by Bank within twenty (20) days after notice by Mortgagor to Bank that includes in bold typeface font the phrase: "consent hereto deemed granted unless disapproved by Bank within twenty (20) days," enter into any new lease of all or any portion of the Property consisting of more than 10,000 square feet (a "Major Lease"), agree to the cancellation or surrender under any Major Lease, agree to prepayment of rents, issues or profits (other than rent paid at the signing of a lease or sublease), modify any Major Lease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported new lease, cancellation, surrender, prepayment or modification of a Major Lease made without the consent of Bank shall be void as against Bank.

Required Insurance. Mortgagor shall maintain with respect to the Property: (i) insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis, including malicious mischief coverage, in an amount not less than the replacement cost thereof, including coverage for loss of rents or business interruption if applicable, naming Bank as loss payee and mortgagee; and (ii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the improved structure, naming Bank as mortgagee and loss payee. If, after closing, the Property (or any part thereof) is remapped and if the vertical improvements are determined to be located in a special flood hazard area, Mortgagor must obtain and maintain a flood insurance policy. If, within forty-five (45) days of receipt of notification from Bank that the Property has been reclassified by FEMA as being located in a special flood hazard area, Mortgagor has not provided sufficient evidence of flood insurance, Bank is mandated under federal law to purchase flood insurance on behalf of Mortgagor, and Bank will add the associated costs to the principal balance of the Note. If the land or any portion thereof is located in a special flood hazard area, this Agreement may be terminated by Bank at its sole option; (iii) as applicable, insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (iv) liability insurance providing coverage in such amount as Bank may require but in no event less than \$1,000,000.00 combined single limit, naming Bank as an additional insured; and (v) such other insurance as Bank may require from time to time.

All property insurance policies shall contain an endorsement or agreement by the insurer in form satisfactory to Bank that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor and the further agreement (within both the property and liability policies) of the insurer waiving rights of subrogation against Bank, and rights of set-off, counterclaim or deductions against Mortgagor.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Bank. At least 30 days prior to the expiration of each such policy, Mortgagor shall furnish Bank with evidence satisfactory to Bank that such policy has been renewed or replaced or is no longer required hereunder. All such policies shall provide that the policy will not be canceled or materially amended without at least 30 days prior written notice to Bank. In the event Mortgagor fails to provide, maintain, keep in force, and furnish to Bank the policies of insurance required by this paragraph, Bank may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Bank chooses, at Mortgagor's expense; provided however, Bank shall have no responsibility to obtain any insurance, but if Bank does obtain insurance, Bank shall have no responsibility to assure that the insurance obtained shall be adequate or provide any protection to Mortgagor.

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Insurance Proceeds. After occurrence of any loss to any of the Property, Mortgagor shall give prompt written notice thereof to Bank.

In the event of such loss all insurance proceeds, including unearned premiums, shall be payable to Bank, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Bank and not to Bank and Mortgagor jointly. Bank is hereby authorized by Mortgagor to make proof of loss if not promptly made by Mortgagor, settle, adjust or compromise any claims for loss or damage under any policy or policies of insurance in excess of \$250,000 and Mortgagor appoints Bank as its attorney-in-fact to receive and endorse any insurance proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied. Notwithstanding the above, provided no default exists under the Loan Documents, Mortgagor shall have the right, with Bank's reasonable consent, to settle any claims for loss or damage which do not exceed \$250,000 under any policy or policies of insurance and to use such proceeds in rebuilding and repairing the Property and improvements thereon, subject to providing Bank with evidence that the proceeds are adequate for such purposes (or will be supplemented by Mortgagor equity to cover any deficiency). Mortgagor shall pay the costs of collection, including attorneys' fees, of insurance proceeds payable on account of such damage or destruction. Mortgagor shall have no claim against the insurance proceeds, or be entitled to any portion thereof, and all rights to the insurance proceeds are hereby assigned to Bank as security for payment of the Obligations.

Subject to Mortgagor's right to the use of the proceeds in the prior grammatical paragraph, in the event of any damage to or destruction of the Property, Bank shall have the option of applying or paying all or part of the insurance proceeds to (i) the Obligations in such order as Bank may determine, (ii) restoration, replacement or repair of the Property in accordance with Bank's standard construction loan disbursement conditions and requirements, or (iii) Mortgagor. Nothing herein shall be deemed to excuse Mortgagor from restoring, repairing and maintaining the Property as required herein.

Notwithstanding the foregoing, provided that all of the following conditions are fully satisfied by Mortgagor, Bank shall disburse insurance proceeds for repair and restoration of the Property in accordance with Bank's standard construction loan disbursement conditions and requirements: (i) no Default or event which, with the giving of notice or the passage of time, or both, would constitute a Default shall have occurred; (ii) Mortgagor shall have delivered evidence satisfactory to Bank that the Property can be fully repaired and restored at least six (6) months prior to the maturity of the Obligations; (iii) no Major Lease of the Property is cancelable or terminable by the tenant or Mortgagor on account of the casualty or, if it is, the tenant or Mortgagor (as applicable) has waived in writing its right to cancel; (iv) the work is performed under a contract reasonably satisfactory to Bank in accordance with plans and specifications and a budget reasonably satisfactory to Bank in accordance with all legal requirements; (v) Mortgagor shall have deposited with Bank for disbursement in the connection with the restoration the greater of: (A) the applicable deductible under the insurance policies covering the loss, or (B) the amount by which the cost of restoration of the Property to substantially the same value, condition and character as existed prior to such damage is estimated by Bank to exceed the net insurance proceeds; (vi) Mortgagor has paid as and when due all of Bank's costs and expenses incurred in connection with the collection and disbursement of insurance proceeds, including without limitation, inspection, monitoring, engineering and legal fees. If not paid on demand, at Bank's option, such costs may be deducted from the disbursements made by Bank or added to the sums secured by this Mortgage; and (vii) such other terms and conditions as Bank may reasonably require.

Impositions; Escrow Deposit. Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions") before they become delinquent provided, however, provided no default exists, Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any such liens or claims but not after any taxes are sold. Mortgagor shall provide Bank with evidence satisfactory to Bank showing Mortgagor's timely payment in full of all due and payable semi-annual real estate taxes and assessments on the Property. Upon request of Bank, Mortgagor shall add to each periodic payment required under the Note the amount estimated by Bank to

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be sufficient to enable Bank to pay, as they come due, all Impositions which Mortgagor is required to pay hereunder. Payments requested under this provision shall be supplemented or adjusted as required by Bank from time to time. Such funds may be commingled with the general funds of Bank and shall earn interest. Upon the occurrence of a Default, Bank may apply such funds to pay any of the Obligations.

Use of Property. Mortgagor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws (including, for example, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. Mortgagor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Bank at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Bank.

Maintenance, Repairs and Alterations. Mortgagor shall keep and maintain the Property in good condition and repair and fully protected from the elements to the satisfaction of Bank. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Bank. Mortgagor shall promptly notify Bank in writing of any material loss, damage or adverse condition affecting the Property.

Eminent Domain. Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Bank. Bank shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation and, at its option, may commence, appear in and prosecute in its own name any action or proceedings relating thereto. Bank shall be entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, and damages awarded to Mortgagor related to any Condemnation (the "Proceeds") are hereby assigned to Bank and Mortgagor agrees to execute such further assignments of the Proceeds as Bank may require. Bank shall have the option of applying or paying the Proceeds in the same manner as insurance proceeds as provided herein. Mortgagor appoints Bank as its attorney-in-fact to receive and endorse the Proceeds to Bank, which appointment is coupled with an interest and shall be irrevocable as long as any Obligations remain unsatisfied.

Environmental Condition of Property and Indemnity. Mortgagor represents to Bank, except as reported by Mortgagor to Bank in writing in that certain Phase I Environmental Site Assessment Report dated January 31, 2003 prepared by Carlson Environmental as Project No. 3563A and that certain Phase I Environmental Site Assessment Report dated January 31, 2008 prepared by Carlson Environmental as Project No. 3564A, that: (i) Mortgagor has inspected and is familiar with the environmental condition of the Property; (ii) the Property and Mortgagor, and any occupants of the Property, are in compliance with and shall continue to be in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety as the same may be amended from time to time ("Environmental Laws"); (iii) to the best of Mortgagor's knowledge, the Property is not and has never been used to generate, handle, treat, store or dispose of, in any quantity, oil, petroleum products, hazardous or toxic substances, hazardous waste, regulated substances or hazardous air pollutants ("Hazardous Materials") in violation of any Environmental Laws; (iv) no Hazardous Materials (including asbestos or lead paint in any form) are located on or under the Property or emanate from the Property; (v) to the best of Mortgagor's knowledge, there are no unregistered underground storage tanks on the Property that are subject to any underground storage tank registration laws or regulations; (vi) no notice has been received with regard to any Hazardous Material on the Property; (vii) to the best of Mortgagor's knowledge, no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Property under any Environmental Law; and (viii) to the best of Mortgagor's knowledge, all licenses, permits and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws shall be obtained and maintained and Mortgagor shall assure compliance therewith.

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Further, Mortgagor represents to Bank that, to the best of Mortgagor's knowledge, no portion of the Property is a protected wetland. Mortgagor agrees to notify Bank immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Material from the Property.

Appraisals. Mortgagor agrees that Bank may obtain an appraisal of the Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, any other regulatory agency or at such other times as Bank may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Bank. The cost of such appraisals shall be borne by Mortgagor. If requested by Bank, Mortgagor shall execute an engagement letter addressed to the appraiser selected by Bank. Mortgagor's failure or refusal to sign such an engagement letter, however, shall not impair Bank's right to obtain such an appraisal. Mortgagor agrees to pay the cost of such appraisal within 10 days after receiving an invoice for such appraisal.

Inspections. Subject to the rights of any tenants, Bank, or its representatives or agents, are authorized to enter at any reasonable time upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

Liens and Subrogation. Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property, except to the Junior Permitted Lien. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; (ii) Mortgagor first deposits with Bank a bond or other security satisfactory to Bank in such amounts as Bank shall reasonably require; and (iii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Bank shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Bank or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

Pursuant to that certain Intercreditor Agreement of even date herewith, Mortgagor and FT-Marc Lender LLC, a Delaware limited liability company ("FT-Marc") have agreed that the Junior Permitted Lien is subordinate to the Loan Documents.

Waiver of Mortgagor's Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisement before sale of any portion of the Property, (ii) in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or any of the other Obligations, rights under the fifth and fourteenth amendments to the Constitution of the United States and any similar rights under the constitutions of any state, and any rights to hearing prior to the exercise by Bank of any right, power, or remedy herein provided to Bank.

To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), appraisement, valuation, stay, extension or redemption, and Mortgagor for themselves and their respective heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waive and release all rights of valuation, appraisement, redemption, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created. Mortgagor further waives any and all notices including, without limitation, notice of intention to accelerate and of acceleration of the Obligations.

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The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by the provisions of Illinois Compiled Statutes 735 ILCS 5/15-1601 or other applicable law or replacement statutes.

Payments by Bank. In the event of default in the timely payment or performance of any of the Obligations, Bank, at its option and without any duty on its part to determine the validity or necessity thereof, may pay the sums for which Mortgagor is obligated. Further, Bank may pay such sums as Bank deems appropriate for the protection and maintenance of the Property including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation and pay attorneys' fees and other fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, without limitation, including those incurred in any proceeding including Bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

Indemnification. Mortgagor shall protect, indemnify and save harmless Bank from and against all losses, liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted against Bank on account of (i) the Loan Documents or any failure or alleged failure of Mortgagor to comply with any of the terms or representations of this Agreement; (ii) any claim of loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof but not after Mortgagor has conveyed or been foreclosed in ownership of the Property or after a deed in lieu of foreclosure or dispossession of Mortgagor from the Property other than by appointment of a receiver except as to any condition or occurrence or agreement existing prior thereto and except as set forth in that certain Environmental Compliance and Indemnity Agreement of even date herewith between Mortgagor and Bank, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), provided that such indemnity shall be effective only to the extent of any Damages that may be sustained by Bank in excess of any net proceeds received by it from any insurance of Mortgagor (other than self-insurance) with respect to such Damages, (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Bank relating in any way to or any matter contemplated by the Loan Documents, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Obligations, or (vi) any and all liability arising from any leases related to the Property but not after Mortgagor has conveyed or been foreclosed in ownership of the Property or after a deed in lieu of foreclosure or dispossession of Mortgagor from the Property other than by appointment of a receiver except as to any condition or occurrence or agreement existing prior thereto. Nothing contained herein shall require Mortgagor to indemnify Bank for any Damages resulting from Bank's gross negligence or its willful and wrongful acts. The indemnity provided for herein shall continue, survive and remain in full force and effect notwithstanding the repayment of the Obligations, a foreclosure, a cancellation or termination of record of this instrument and the transfer of the Property and shall extend to the officers, directors, employees and duly authorized agents of Bank. Notwithstanding the foregoing, the Bank, at Mortgagor's sole cost and expense may retain separate counsel to (i) monitor the counsel chose by Mortgagor if such counsel represents Mortgagor and Bank, (ii) represent the Bank if the Bank reasonably determines that there may be a conflict of interest between Mortgagor and Bank and (iii) represent the Bank if the Bank reasonably determines that the Bank may have liability for such claim in excess of \$100,000 or the Property or any collateral may be materially impaired in the sole discretion of Bank. In the event the Bank incurs any Damages arising out of or in any way relating to the transaction contemplated by the Loan Documents (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

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Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor. Except for the Junior Permitted Lien (as defined below), Mortgagor shall not, without the prior written consent of Bank in each instance, (i) sell, convey, transfer or encumber the Property, or any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; (c) if Mortgagor or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company, trust or other business entity, the transfer (whether in one transaction or a series of transactions) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity including, without limitation, changes in stockholders, partners, members, managers, trustees, beneficiaries, or their respective interests, except for estate planning purposes; (d) if Mortgagor, or any general partner or member of Mortgagor, is a corporation, the creation or issuance of new stock by which an aggregate of more than 10% of such corporation's stock shall be vested in a party or parties who are not now stockholders; and (e) an agreement by Mortgagor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of or the grant of a security interest in and to any Leases. Notwithstanding the foregoing, provided Mortgagor is not in Default under the Mortgage or other Loan Documents, Mortgagor shall have the right to make or suffer a change of ownership or a sale of membership in Mortgagor or in Mortgagor's members provided that such change does not effectively remove control of Mortgagor either directly or indirectly from its current control by the guarantors. "Junior Permitted Lien" shall mean that certain Junior Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated June 9, 2005 and recorded June 16, 2005 as Document 0516745110 made by the Trust to F1 Marc to secure a note in the amount of \$1,600,127.00.

Bank's consent, if required, to any conveyance or encumbrance may be conditioned upon an increase in the interest rate specified in the Note (or other Obligations), an extension or curtailment of the maturity of the Obligations, or other modification of the Note of this instrument.

Remedies of Bank on Default. Failure of Mortgagor or any other person liable to timely pay or perform any of the Obligations is a default ("Default") under this Mortgage, except that, a Default based upon nonpayment of the principal and interest due under the Note may be cured within 5 days of the date such payment is due, a Default based upon any nonpayment of any payment other than principal or interest may be cured within ten (10) days after written notice thereof is mailed to Mortgagor by Bank, and any other Default may be cured within 30 days after written notice thereof is mailed to the Mortgagor by Bank, provided that if such Default cannot be cured within 30 days and Mortgagor commences and proceeds diligently to cure the Default then such cure period shall be extended for a period of 90 days. The Mortgagor's right to cure shall be applicable only to curable defaults and shall not apply, without limitation, to Defaults based upon False Warranty or Cessation; Bankruptcy.

Bank shall not exercise its remedies to collect the Obligations except as Bank reasonably deems necessary to protect its interest in collateral securing the Obligations during a cure period. Upon the occurrence of Default, the following remedies are available, without limitation, to Bank: (i) Bank may exercise any or all of Bank's remedies under this Mortgage or other Loan Documents including, without limitation, acceleration of the maturity of all payments and Obligations, including any swap agreements (as defined in 11 U.S.C. § 101) with Bank (provided that the early termination shall be governed by the default and termination provisions of said swap agreements); (ii) Bank may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Bank) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents to the payment of: (a) the Obligations, together with all costs and attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all alterations, repairs, replacements and expenses incident to taking and retaining possession of the Property and the management and operation thereof; all in such order or priority as Bank in its sole discretion may determine. The taking of

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possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Bank may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed without notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations; (iv) Bank may exercise all the remedies of a mortgagee as provided by law and in equity including, without limitation, foreclosure upon this Mortgage and/or exercise of any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with the Illinois Mortgage Foreclosure Act (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statute, as may be amended from time to time, the "Act"), and sale of the Property, or any part of the Property, at public sale conducted according to applicable law (referred to as "Sale") and conduct additional Sales as may be required until all of the Property is sold or the Obligations are satisfied; (v) With respect to any portion of the Property governed by the UCC, Bank shall have all of the rights and remedies of a secured party thereunder. Bank may elect to foreclose upon any Property that is fixtures under law applicable to foreclosure of interests in real estate or law applicable to personal property; (vi) Bank may bid at Sale and may accept, as successful bidder, credit of the bid amount against the Obligations as payment of any portion of the purchase price; and (vii) Bank shall apply the proceeds of Sale, first to any fees or attorney fees permitted Bank by law in connection with Sale, second to expenses of foreclosure, publication, and sale permitted Bank by law in connection with Sale, third to the Obligations, and any remaining proceeds as required by law.

Compliance with Illinois Mortgage Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the Act, provisions of the Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

If any provision of this Mortgage shall grant to Bank (including Bank acting as a mortgagee-in-possession) or a receiver appointed pursuant to this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an event of default which are more limited than the powers, rights or remedies that would otherwise be vested in Bank or in such receiver under the Act in the absence of said provision, Bank and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

Without limiting the generality of the foregoing, all expenses incurred by Bank which are of the type referred to in Section 5/15-1510 or 5/15-1512 of the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in this Mortgage, shall be added to the indebtedness and/or by the judgment of foreclosure.

Miscellaneous Provisions. Mortgagor agrees to the following: (i) All remedies available to Bank with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Bank in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Bank or acceptance by Bank of any partial payment shall not constitute a waiver by Bank of any Default; (ii) Mortgagor represents that Mortgagor (a) is (1) an adult individual and is sui juris, or (2) a corporation, general partnership, limited partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such organization (b) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (c) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Mortgage and any other Loan Document to which it is a party. (iii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be

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binding upon and inure to the benefit of Bank, its successors and assigns and any future holder of the Note or other Obligations; (iv) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above or to another address as provided herein and to Bank if in writing and mailed or delivered to Wachovia Bank, National Association, 77 West Wacker Drive, WS6014, 29th Floor, Chicago, Illinois, 60601, Attention: Mike Sedivy, or such other address as Bank may specify from time to time and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid. Notices to Bank must include the mail code. (v) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (vi) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (vii) If the lien of this Mortgage is invalid or unenforceable as to any part of the Obligations, the unsecured portion of the Obligations shall be completely paid (and all payments made shall be deemed to have first been applied to payment of the unsecured portion of the Obligations) prior to payment of the secured portion of the Obligations and if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (viii) This Mortgage shall be governed by and construed under the laws of the State of Illinois; (ix) Mortgagor by execution and Bank by acceptance of this Mortgage agree to be bound by the terms and provisions hereof. Each person who signs this Mortgage as a Mortgagor (as defined herein) is jointly and severally obligated.

MORTGAGOR AND BANK AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES AGAINST THE OTHER IN ANY DISPUTE OR MATTER WITH RESPECT TO THE LOAN DOCUMENTS AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE OR MATTER WITH RESPECT TO THE LOAN DOCUMENTS WHETHER SUCH IS RESOLVED BY ARBITRATION OR JUDICIALLY.

Trustee Exculpation. This Mortgage is executed by North Star Trust Company, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing in this Mortgage shall be construed as creating any liability on such Trustee personally to perform any express or implied covenant, condition or obligation under this Mortgage, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Mortgage; provided, however, that the foregoing exculpation of the Trustee shall not impair or otherwise affect any of Bank's rights or remedies against the assets held by the Trust or other collateral now or hereafter pledged to Bank as security for the obligations of beneficiaries of the Trust, any guarantor of the Loan or any other person or entity liable for the obligations of Mortgagor.

Exculpation. The exculpation provisions of the Note are hereby incorporated into this Mortgage as if set forth fully herein.

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IN WITNESS WHEREOF, Mortgagor has signed and sealed this instrument as of the day and year first above written.

Mortgagor:

SALT CREEK LLC, an Illinois limited liability company

By: Gerald Lee Nudo
Name: Gerald L. Nudo
Its: Manager

By: _____
Name: Laurence H. Weiner
Its: Manager

NORTH STAR TRUST COMPANY, AN ILLINOIS CORPORATION, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 30, 2004 AND KNOWN AS TRUST NUMBER 04-7869

By: [Signature] Trust Officer
Name: _____
Its: Trust Officer

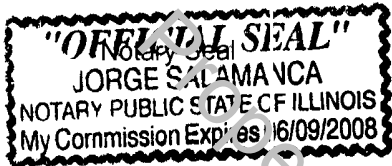
Property of Cook County Clerk's Office

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State of Illinois
City of Chicago

I certify that before me appeared this day, Gerald L. Nudo, a person known to me, who each after being sworn stated individually that he is a Manager of SALT CREEK LLC, an Illinois limited liability company and is duly authorized to act on behalf of said Company, that said instrument was signed by him, and being informed of the contents thereof, acknowledged execution of the forgoing instrument on behalf of said Company.

Witness my hand and official seal, this 20 day of February, 2008.



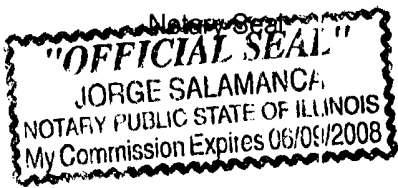
[Signature], Notary Public
JORGE SALAMANCA
(Printed Name of Notary)

My Commission Expires: 06-09-08

State of Illinois
City of Chicago

I certify that before me appeared this day, Laurence H. Weiner, a person known to me, who each after being sworn stated individually that he is a Manager of SALT CREEK LLC, an Illinois limited liability company and is duly authorized to act on behalf of said Company, that said instrument was signed by him, and being informed of the contents thereof, acknowledged execution of the forgoing instrument on behalf of said Company.

Witness my hand and official seal, this 20 day of February, 2008.



[Signature], Notary Public
JORGE SALAMANCA
(Printed Name of Notary)

My Commission Expires: 06-09-08

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State of Illinois
City of Chicago

I certify that before me appeared this day, Laqueline Islla, a person known to me, who each after being sworn stated individually that ~~she~~ he is a Trust Officer of NORTH STAR TRUST COMPANY, AN ILLINOIS CORPORATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 30, 2004 AND KNOWN AS TRUST NUMBER 04-7869, and is duly authorized to act on behalf of said Company, that said instrument was signed by ~~him~~ and being informed of the contents thereof, acknowledged execution of the forgoing instrument on behalf of said Company.

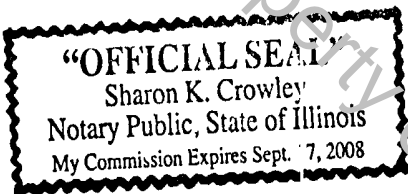
Witness my hand and official seal, this 29th day of February, 2008.

Notary Seal

Sharon K Crowley, Notary Public

(Printed Name of Notary)

My Commission Expires: 1-17-2008



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EXHIBIT A

LEGAL DESCRIPTION

2205-2255 ENTERPRISE DR. WESTCHESTER, IL
 PARCEL 1: 15-30-205-004-0000

THAT PART OF LOTS 1 AND 2 LYING NORTH OF THE FOLLOWING DESCRIBED LINE,

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 2, THAT IS 32.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES, 56 MINUTES, 35 SECONDS EAST TO A POINT ON THE WEST RIGHT OF WAY OF ENTERPRISE DRIVE, IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 2000-2060 E. ALGONQUIN RD.
 TRACT 1: SCHUMBERG, ILLINOIS

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 370.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 40.0 FEET FOR THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, 365.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 292.51 FEET TO A POINT ON THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 13.96 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE SOUTH 14 DEGREES 23 MINUTES 54 SECONDS WEST ALONG THE WESTERLY LINE OF SAID FRONTAGE ROAD, 273.76 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 60.0 FEET, A DISTANCE OF 102.25 FEET, ARC MEASURE, TO A POINT OF TANGENT; THENCE NORTH 67 DEGREES 55 MINUTES 53 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID FRONTAGE ROAD, 249.05 FEET TO AN INTERSECTION WITH A LINE 280.0 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG SAID PARALLEL LINE, 76.67 FEET, THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 240.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 2:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 370.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20

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SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 405.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 306.77 FEET TO A POINT ON THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 47.60 FEET, ARC MEASURE; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 292.51 FEET TO AN INTERSECTION WITH A LINE 40.0 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES AND PARALLEL WITH, THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, ALONG SAID PARALLEL LINE, 365.0 FEET; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST, 40.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 3:

EASEMENT FOR THE BENEFIT OF PARCEL 2, TRACTS 1 AND 2 AS CREATED BY GRANT MADE BY CITIZENS BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1977 AND KNOWN AS TRUST NUMBER 66-3411 DATED MARCH 26, 1979 AND RECORDED APRIL 4, 1979 AS DOCUMENT NO. 24904042 FOR STORM SEWER AND WATER DETENTION PURPOSES OVER THE FOLLOWING DESCRIBED LAND:

AND EXCEPTING ANY PART OF PARCEL 3, TRACT 1, AND ALSO EXCEPTING ANY PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEEDS RECORDED AS DOCUMENT NOS. 91092231 AND 91092232; THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE THEN EXISTING NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTHERLY LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NUMBER 16769161; THENCE SOUTHEASTERLY ALONG THE THEN EXISTING NORTHERLY LINE OF ALGONQUIN ROAD, BEING A CURVED LINE, CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 5679.65 FEET, A DISTANCE OF 10.35 FEET, ARC MEASURE; THENCE SOUTH 68 DEGREES 39 MINUTES 20 SECONDS EAST, 35.27 FEET ALONG THE THEN NORTHEASTERLY LINE OF ALGONQUIN ROAD, AS WIDENED, FOR A PLACE OF BEGINNING OF THAT TRACT OF LAND TO BE DESCRIBED; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, AFORESAID, 127.93 FEET; THENCE NORTH 07 DEGREES 43 MINUTES 20 SECONDS EAST, 55.74 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WHICH IS 150.24 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WITH THE THEN NORTHEASTERLY LINE, OF ALGONQUIN ROAD, THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 179.76 FEET TO A POINT WHICH IS 370.0 FEET NORTHEASTERLY OF THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID SUBDIVISION WITH THE THEN NORTHEASTERLY LINE OF ALGONQUIN ROAD; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 5.0 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, 177.68 FEET; THENCE SOUTH 07 DEGREES 43 MINUTES 20 SECONDS WEST, 48.67 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 121.38 FEET TO A POINT ON THE NORTHWESTERLY LINE OF FRONTAGE ROAD; THENCE SOUTHWESTERLY ALONG THE LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 92.0 FEET, A DISTANCE OF 33.18 FEET, ARC MEASURED TO A POINT OF TANGENT; THENCE SOUTH 24 DEGREES 37 MINUTES 50 SECONDS WEST ALONG SAID TANGENT, BEING ALSO A RADIAL LINE OF ALGONQUIN ROAD, 20.02 FEET TO A

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POINT 65.0 FEET, MEASURED RADially, NORTHEASTERLY OF THE CENTER LINE OF SAID ALGONQUIN ROAD AS THEN LOCATED AND ESTABLISHED; THENCE NORTH 68 DEGREES 39 MINUTES 20 SECONDS WEST ALONG A STRAIGHT LINE THAT FORMS AN ANGLE OF 93 DEGREES 17 MINUTES 10 SECONDS WITH THE LAST DESCRIBED LINE, AS MEASURED FROM NORTH, 165.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 4:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTIONS 6 AND 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTHERLY LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES, UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NUMBER 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 775.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 505.51 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTH 76 DEGREES 41 MINUTES 50 SECONDS EAST, 315.57 FEET TO THE SOUTHEAST CORNER OF LOT 147 IN SAID PLUM GROVE ESTATES UNIT NO. 4, AND THE WESTERLY LINE OF A FRONTAGE ROAD; THENCE SOUTHWESTERLY ALONG THE LINE OF SAID FRONTAGE ROAD THE FOLLOWING FOUR COURSES; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID ROAD, BEING A CURVED LINE, CONVEX TO THE WEST AND HAVING A RADIUS OF 4,961.15 FEET, A DISTANCE OF 45.97 FEET, ARC MEASURE, THE CHORD OF SAID CURVE BEARING SOUTH 02 DEGREES 29 MINUTES 14 SECONDS WEST TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 350.0 FEET, A DISTANCE OF 352.27 FEET, ARC MEASURE, THE CHORD OF SAID CURVE BEARING SOUTH 31 DEGREES 03 MINUTES 51 SECONDS WEST, 337.59 FEET, TO A POINT OF TANGENT; THENCE SOUTH 59 DEGREES 53 MINUTES 52 SECONDS WEST, 214.63 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 389.0 FEET, A DISTANCE OF 247.35 FEET, ARC MEASURE, TO AN INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE OF SAID PLUM GROVE ESTATES UNIT NO. 4, THROUGH THE POINT OF BEGINNING OF THIS LEGAL DESCRIPTION; THENCE NORTH 37 DEGREES 16 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED LINE, 306.77 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

TRACT 5:

THAT PART OF SECTIONS 1 AND 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHERLY LINE OF ALGONQUIN ROAD THAT IS THE INTERSECTION OF SAID NORTH LINE WITH THE SOUTHEASTERLY LINE OF PLUM GROVE ESTATES UNIT NO. 4, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED NOVEMBER 30, 1956 AS DOCUMENT NO. 16769161; THENCE NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SUBDIVISION, 362.0 FEET FOR A PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 52 DEGREES 43 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PLUM GROVE ESTATES UNIT NO. 4, 8.0 FEET; THENCE SOUTH 37 DEGREES 16 MINUTES 40 SECONDS EAST, 280.0 FEET; THENCE SOUTH 52 DEGREES 43 MINUTES 20 SECONDS WEST, 4.0 FEET; THENCE NORTH 38 DEGREES 05 MINUTES 46 SECONDS WEST, 280.03 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

07-01-200-055-0000
 07-01-200-056-0000
 07-12-201-002-0000
 07-12-201-020-0000
 08-06-100-006-0000

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Schedule A to UCC

Schedule A to UCC from **SALT CREEK LLC**, an Illinois limited liability company ("Salt Creek"), **NORTH STAR TRUST COMPANY**, an Illinois corporation, as trustee under a Trust Agreement dated December 30, 2004 and known as Trust Number 04-7869 (the "Trust", and together with Salt Creek, individually and collectively, "Debtor") and for the benefit of **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association ("Secured Party").

Description of Collateral:

ALL OF DEBTOR's right, title and interest in and to the following, whether now existing or hereafter acquired: (i) all fixtures, machinery, equipment and other articles of real, personal or mixed property attached to, situate or installed in or upon, or used in the operation or maintenance of, the real property (the "Land") known as Salt Creek Office Center, Schaumburg, Illinois and Enterprise Center, Westchester, Illinois wherein the record owner is Debtor, or any buildings or improvements situated thereon, whether or not such real, personal or mixed property is or shall be affixed to the Land; (ii) all building materials, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, any construction, repair or renovation of the buildings and improvements situated or to be situated thereon; (iii) all leases, licenses or occupancy agreements of all or any part of the Land and all extensions, renewals, and modifications thereof, and any options, rights of first refusal or guarantees relating thereto; all rents, income, revenues, security deposits, issues, profits, awards and payments of any kind payable under the leases or otherwise arising from the Land; (iv) all contract rights, accounts receivable and general intangibles relating to the Land or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies; and (v) all proceeds of any of the above-described property, whether cash or non-cash, and including insurance proceeds and condemnation awards; and all replacements, substitutions and accessions thereof.