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1998-12-10 09:21:00

Cook County Recorder

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**AFTER RECORDATION,  
PLEASE RETURN TO:**

Andrew S. Boyce, Esq.  
Dickinson Wright PLLC  
500 Woodward Ave. Suite 4000  
Detroit, Michigan 48226

MORTGAGE,  
SECURITY AGREEMENT  
AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, made as of the 1st day of October, 1998, by NWS, INC., an Illinois corporation (the "Mortgagor"), having a notice address of 2600 West 35<sup>th</sup> Street, Chicago, Illinois 60632, in favor of NBD BANK, a Michigan banking corporation (the "Mortgagee"), having a notice address of 701 First National Building, Detroit, Michigan 48226;

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, Mortgagor DOES HEREBY GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, MORTGAGE AND WARRANT to Mortgagee, its successors and assigns, and grants it and them a security interest in and lien upon, the following property, to-wit:

The parcels of real estate located in Cook County, Illinois, which are described on Exhibit A attached hereto and incorporated herein by reference as though set forth herein in full (the "Property");

TOGETHER WITH, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements (the "Improvements");

TOGETHER WITH, all rents, issues, profits, royalties, income and other benefits derived from the Property and/or the Improvements (collectively the "Rents"), it being intended that this

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granting clause constitutes an absolute and present assignment of rents, subject to the conditional permission hereinafter given to Mortgagor to collect and apply such rents;

TOGETHER WITH, all leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH, all right, title and interest of Mortgagor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both at law and in equity, which Mortgagor now has or may hereafter acquire in the Property;

TOGETHER WITH, all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same;

TOGETHER WITH, all rights, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores or land adjacent to or used in connection with the Property;

TOGETHER WITH, all tangible personal property owned by Mortgagor and now or at any time hereafter located on or at, or attached to, the Property or the Improvements or specifically used in connection therewith (the "Personal Property"), including, but not limited to: all machinery, tools, fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, maintenance, and electronic monitoring equipment, window or structural cleaning rigs, equipment for the exclusion of vermin or insects, or the removal of dust, refuse or garbage, lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), storage racks, hydraulic lifts, material handling systems, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance supplies;

TOGETHER WITH, all estate, interest, right, title and any other demand or claim, which Mortgagor now has or may hereafter acquire in any plans and specifications, construction contracts, construction management agreements, material purchase agreements, builder's and manufacturer's warranties with respect to the Property, the Improvements or the Personal Property; and

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TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Property, the Improvements or the Personal Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

The property and interest hereby mortgaged to Mortgagee and in which Mortgagee is granted a security interest may hereafter be referred to as the "Mortgaged Property".

The Mortgagor covenants that it is lawfully seized of the Mortgaged Property and has fee simple title to the Property; that Mortgagor has good right to convey the same (subject to Section 7.14 of the Loan Agreement); that the Mortgaged Property is free from all liens and encumbrances, except liens, encumbrances, easements and restrictions of record as more particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Permitted Encumbrances"); and that the Mortgagor will warrant and defend the title to the Mortgaged Property against all claims made thereon.

## FOR THE PURPOSE OF SECURING:

a. Payment of indebtedness in the principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) with interest thereon, evidenced by a certain Term Note of even date herewith (such Term Note, as the same may be hereinafter modified, amended, restated, extended or renewed, together with any promissory note or notes issued in exchange or replacement thereof) being referred to herein as the "Notes"), in the principal amount of \$7,500,000, due and payable on or before March 31, 1999 (on terms which are more fully provided in the hereinafter described Loan Agreement), executed by National Wine & Spirits Corporation, an Indiana corporation (the "Borrower"), which has been delivered to and is payable to the order of the Mortgagee, and any and all modifications, amendments, restatements, extensions and renewals thereof;

b. Performance of all obligations of the Borrower under that certain Loan Agreement of even date herewith (such Loan Agreement, as the same may be modified, amended or restated from time to time, being referred to herein as the "Loan Agreement") between the Borrower and Mortgagee, relating to the use of the loan proceeds evidenced by the Notes, and each agreement of the Borrower or Mortgagor incorporated by reference therein or herein, or contained therein or herein, and any and all modifications, amendments and restatements thereof;

c. Payment of all sums advanced by Mortgagee to protect the Mortgaged Property and all other indebtedness, fees and expenses due and payable under this Mortgage, with interest thereon at the Overdue Rate provided in the Loan Agreement (hereinafter, the "Default Rate");

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d. Payment and performance of all obligations of Mortgagor under that certain Irrevocable Guaranty Agreement of even date herewith executed by Mortgagor and NWS Michigan, Inc., a Michigan corporation, in favor of Mortgagee to guaranty the obligations of Borrower to Mortgagee (such Irrevocable Guaranty Agreement, as the same may be amended, restated or replaced from time to time, being referred to herein as the "Guaranty"), together with any amendments, substitutions or replacements thereof;

e. Performance of all obligations of any guarantor of any of the obligations of Mortgagor contained in this Mortgage, the Notes, the Loan Agreement, or any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby; and

This Mortgage, the Notes, the Loan Agreement, any guaranty thereof, the Guaranty, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby may hereafter be referred to as the "Loan Instruments."

MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

## ARTICLE I

### COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby covenants and agrees:

1.01 Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Notes, charges, fees and all other sums as provided in the Loan Instruments, and the principal of, and interest on, any future advances secured by this Mortgage.

1.02 Maintenance, Repair, Alterations. To keep the Mortgaged Property in good condition and repair, not to remove, except as herein provided, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the improvements without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld; to complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and promptly restore in like manner any improvement which may be damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property or any part thereof or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Mortgaged Property, to keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; to comply with the provisions of any lease, if this Mortgage is on a leasehold; not to commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation.

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1.03 Required Insurance. To at all times keep the buildings and other Improvements on the Property, or which may hereafter be erected thereon, constantly insured for the benefit of the Mortgagee with such company or companies as may be acceptable to the Mortgagee and in an amount satisfactory to the Mortgagee, which amount shall not be less than 100% of the then full replacement cost of such buildings and Improvements (exclusive of excavations, foundations and footings), until the indebtedness secured hereby and all of the amounts due hereunder are fully paid, against fire and such other hazards and risks customarily covered by the standard form of "extended coverage" endorsements available in the State of Illinois, and further provide flood insurance (if the Property is situated in an area designated as a flood risk area by the Director of the Federal Emergency Management Agency or as otherwise required by the Flood Disaster Protection Act of 1972 and regulations issued thereunder), and such other appropriate insurance as the Mortgagee may require from time to time. All such policies shall include standard mortgage clauses in favor of the Mortgagee and shall provide that the proceeds thereof shall be paid to the Mortgagee, all as may be satisfactory to the Mortgagee. During any construction, repair or restoration of the buildings and other Improvements on the Property, the Mortgagor shall carry or cause to be carried builder's risk insurance which names the Mortgagee as a loss payee as its interests may appear. The Mortgagor shall also carry comprehensive general or public liability insurance with reference to the Property, which names the Mortgagee as an additional insured.

1.04 Delivery of Policies, Payment of Premiums. All policies of insurance shall have attached thereto a lender's loss payable endorsement for the benefit of the Mortgagee in form satisfactory to the Mortgagee. Mortgagor shall furnish Mortgagee with an original policy of all policies of required insurance. If the Mortgagee consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, then Mortgagor shall furnish Mortgagee with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be cancelled, amended, altered, changed or modified, nor shall any coverage thereon be reduced, deleted, amended, modified, changed or cancelled by either the party named as the insured, or the insurance company issuing the policy without at least thirty (30) days' prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Mortgage or the Loan Agreement, Mortgagee may procure such insurance or single-interest insurance for such risks covering the Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums, together with interest thereon at the Default Rate, shall be secured by this Mortgage. At the request of Mortgagee so long as an Event of Default (as hereinafter defined) has occurred and is continuing, Mortgagor shall deposit with Mortgagee monthly installments until the Notes are paid in full, each in an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Mortgage. Mortgagor further

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agrees upon Mortgagee's request to cause all bills, statements or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.04, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.04. Mortgagee may commingle said reserve with its own funds and Mortgagor shall be entitled to no interest thereon.

1.05 Insurance Proceeds. That after the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

a. In the event of damage or destruction to the Improvements, the Mortgagee shall receive the entire proceeds of any insurance payable on account thereof, provided, however, so long as no uncured Event of Default exists and such damage or destruction can be repaired prior to the maturity date of the Notes, such proceeds shall, at the option of Mortgagor, be made available to restore the Improvements to the same condition as existed immediately prior to such casualty. In the event such proceeds are insufficient to effect such restoration, the Mortgagee shall have no obligation to restore the Improvements unless the Mortgagor furnishes satisfactory evidence of the availability of funds to complete such restoration. Provided, further, in the event that the insurance proceeds relating solely to casualty insurance coverage for restoration exceed the total cost of such restoration, such excess proceeds shall be retained by the Mortgagee and applied to reduce the then outstanding indebtedness evidenced by the Notes and shall be applied to installments of principal and interest on the Notes in the inverse order of their maturity;

b. In the event of such loss or damage, all proceeds of insurance shall be payable to the Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to the Mortgagee. The Mortgagee is hereby authorized and empowered by Mortgagor after consultation with Mortgagor in good faith to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance;

c. Except to the extent that insurance proceeds are received by the Mortgagee and applied to payment in full of the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in Section 1.02 hereof or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by the Mortgagee of any insurance proceeds shall not cure or waive

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any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.06 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property.

1.07 Indemnification; Subrogation; Waiver of Offset.

a. If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses (including the costs and fees of paralegals) incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. If Mortgagee commences an action against Mortgagor to enforce any of the terms hereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, Mortgagor shall pay to Mortgagee reasonable attorneys' fees and expenses (including the costs and fees of paralegals), and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor breaches any term of this Mortgage, Mortgagee may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Mortgagor, Mortgagor shall pay Mortgagee reasonable attorneys' fees and expenses incurred by Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of breach;

b. Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Property, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage;

c. To the extent permitted by law, all sums payable by Mortgagor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof, except that, in the event the Mortgaged Property is substantially destroyed, condemned, or otherwise taken and is not reconstructed, insurance proceeds and condemnation proceeds from such damage, destruction, condemnation or taking shall be applied to the indebtedness evidenced by the Notes and shall be applied to installments of

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principal of and interest on the Notes in the inverse order of their maturities; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount to Mortgagor's or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; (v) any claim which Mortgagor has or might have against Mortgagee; or (vi) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, to the extent permitted by law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferral, diminution or reduction of any sum secured hereby and payable by Mortgagor.

## 1.08 Taxes and Impositions.

a. Mortgagor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, non-governmental levies or assessments such as maintenance charges, owner association dues or charges or fees, levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Property, or any part thereof, or upon any Personal Property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest;

b. If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Mortgagor pursuant to subparagraph (a) hereof, or (ii) a license fee, franchise fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Mortgagee, all obligations secured hereby together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby;



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c. Subject to the provisions of subparagraph (d) of this Section 1.08, Mortgagor covenants to furnish Mortgagee within thirty (30) days after the date upon which any such Imposition is due and payable by Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payments thereof;

d. Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.08, unless Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent to so contest or object to an Imposition, and unless, at Mortgagee's sole option, (i) Mortgagor shall demonstrate to Mortgagee's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Mortgagor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Mortgagee; or (iii) Mortgagor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings;

e. At the request of Mortgagee so long as an Event of Default has occurred and is continuing, Mortgagor shall deposit with Mortgagee monthly installments until the Notes are paid in full, each in an amount equal to one-twelfth (1/12) of the annual Impositions reasonably estimated by Mortgagee to pay the installment of taxes next due on the Mortgaged Property. In such event, Mortgagor further agrees to cause all bills, statements or other documents relating to Impositions to be sent or mailed directly to Mortgagee. Upon receipt of such bills, statements or other documents, and providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 1.08, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Section 1.08. Mortgagee shall not be obliged to pay or allow any interest on any sums held by Mortgagee pending disbursement or application hereunder, and Mortgagee may impound or reserve for future payment of Impositions such portion of such payments as Mortgagee may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Mortgagor fail to deposit with Mortgagee (exclusive of that portion of said payments which has been applied by Mortgagee on the principal of or interest on the indebtedness secured by the Loan Instruments) sums sufficient to fully pay such Impositions at least ten (10) days before delinquency thereof, Mortgagee may, at the

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Mortgagee's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Mortgagee as herein elsewhere provided, or at the option of Mortgagee the latter may, without making any advance whatever, apply any sums held by it upon any obligation of the Mortgagor secured hereby. Should any default occur or exist on the part of the Mortgagor in the payment or performance of any of Mortgagor's and/or any guarantor's obligations under the terms of the Loan Instruments, Mortgagee may, at any time at Mortgagee's option, apply any sums or amounts in its hands received pursuant hereto, or as rents or income of the Mortgaged Property or otherwise, upon any indebtedness or obligation of the Mortgagor secured hereby in such manner and order as Mortgagee may elect. The receipt, use or application of any such sums paid by Mortgagor to Mortgagee hereunder shall not be construed to affect the maturity of any indebtedness secured by this Mortgage or any of the rights or powers of Mortgagee under the terms of the Loan Instruments or any of the obligations of Mortgagor and/or any guarantor under this Mortgage;

f. Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Property as a single lien; and

g. If requested by Mortgagee, Mortgagor shall cause to be furnished to Mortgagee a tax reporting service covering the Mortgaged Property of the type, duration and with a company satisfactory to Mortgagee

1.09 Utilities. To pay when due all utility charges which are incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.10 Ground Leases. To pay when due all rents and other payments and perform all covenants and agreements contained in any lease, sublease or ground lease which may constitute a portion of or an interest in the Property; not to surrender, assign or sublease any such lease, sublease or ground lease, nor take any other action which would effect or permit the termination of any such lease, sublease or ground lease. Mortgagor covenants to furnish to Mortgagee within thirty (30) days after the date upon which such rents or other payments are due and payable by Mortgagor, receipts or other evidence satisfactory to Mortgagee evidencing the payment thereof.

1.11 Actions Affecting Mortgaged Property. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; and to pay all costs and expenses, including costs of evidence of title and reasonable attorney's fees, in any such action or proceeding in which Mortgagee may appear.

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1.12 Actions by Mortgagee to Preserve Mortgaged Property. That should Mortgagor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Mortgagee in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as may be deemed necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have and is hereby given the right, but not the obligation, (i) to enter upon and take possession of the Mortgaged Property in accordance with applicable law, (ii) to make additions, alterations, repairs and improvements to the Mortgaged Property which it may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of it may affect or appears to affect the security of this Mortgage or be prior or superior hereto other than the Permitted Encumbrances; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Mortgagor shall, immediately upon demand therefor by Mortgagee, pay all costs and expenses incurred by Mortgagee in connection with the exercise by Mortgagee of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees, together with interest thereon at the rate provided in the Loan Agreement.

1.13 Survival of Warranties. To fully and faithfully satisfy and perform the obligations of Mortgagor contained in each agreement of Mortgagor incorporated by reference herein, and any modification or amendment thereof. All representations, warranties and covenants of Mortgagor contained therein or incorporated by reference shall survive the funding of the loans evidenced by the Notes and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

1.14 Eminent Domain. That should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee.

a. Mortgagee shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name or in Mortgagor's name any such action or proceeding. Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact for the purposes set forth in the preceding sentence. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage with Mortgagor's prior consent. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require;

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b. In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option, in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including reasonable attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Mortgagee may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

1.15 Additional Security. That in the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.16 Successors and Assigns. That this Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

1.17 Inspections. That Mortgagee, or any of its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Instruments.

1.18 Liens. To pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, but not more than one and one-half of the amount of the claim, and provided further, that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged on or before the date any adjudication of the validity thereof becomes final and, in any event, no less than 30 days prior to any foreclosure sale of the Mortgaged Property. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law, and all costs incurred by Mortgagee shall be secured by this Mortgage.

1.19 Mortgagee's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, Mortgagee may, from time to time and



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without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

1.20 Tradenames. At the request of Mortgagee, Mortgagor shall execute a certificate in form satisfactory to Mortgagee listing the tradenames under which Mortgagor intends to operate the Mortgaged Property, and representing and warranting that Mortgagor does business under no other tradenames with respect to the Mortgaged Property. Mortgagor shall immediately notify Mortgagee in writing of any change in said tradenames, and will, upon request of Mortgagee, execute any additional financing statements and other certificates revised to reflect the change in tradename.

1.21 Financial Statements. Mortgagor shall furnish to Mortgagee from time to time the financial statements as required in the Loan Agreement. All such financial statements shall be prepared on a consistent basis and shall be in a form satisfactory to Mortgagee.

1.22 Environmental Matters. Except as otherwise set forth in parts 13 and 14 of Schedule 1 to the Credit Agreement (as defined in the Loan Agreement), Mortgagor represents, warrants and covenants that:

a. Mortgagor has not used Hazardous Materials (as defined hereafter) on, from or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials and, to the best of Mortgagor's knowledge, no prior owner of the Mortgaged Property or any existing or prior tenant, subtenant or occupant of the Mortgaged Property has used Hazardous Materials on, from or affecting the Mortgaged Property in any manner which violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials;

b. Mortgagor has never received any notice of any violations (and is not aware of any existing violations) of federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials at the Mortgaged Property and, to the best of Mortgagor's knowledge, there have been no actions commenced or threatened by any party for noncompliance which affect the Mortgaged Property;

c. Mortgagor shall not cause or permit the Mortgaged Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Mortgagor cause or permit, as a result of any



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intentional act or omission or as a result of Mortgagor's failure to use its best efforts not to allow an unintentional act or omission to occur, a release of Hazardous Materials onto the Mortgaged Property or onto any other property;

d. Mortgagor shall:

i. conduct and complete all investigations, studies, sampling and testing, and all remedial removal and other actions necessary to clean up and remove all Hazardous Materials on, under, from or affecting the Mortgaged Property in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state and local governmental authorities; and

ii. defend, indemnify and hold harmless Mortgagee, its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, including reasonable attorneys' fees, customary fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise arising out of or in any way related to:

A. the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Mortgaged Property or the soil, water, vegetation, buildings, personal property, persons or animals thereon;

B. any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials;

C. any lawsuit brought or threatened, settlement reached or governmental order relating to such Hazardous Materials; and/or

D. any violation of laws, orders, regulations, requirements or demands of government authorities, which are based upon or in any way related to such Hazardous Materials; and

e. the Mortgaged Property:

i. does not contain any facility that is subject to reporting under Section 312 of the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022);

ii. is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U.S.C. 9616); and

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iii. does not contain any underground storage tanks located on, under or about the Mortgaged Property which are subject to the notification requirements of Section 9002 of the Solid Waste Disposal Act, as now or hereafter amended.

In the event the Mortgage is foreclosed or Mortgagor tenders a deed in lieu of foreclosure, Mortgagor shall deliver the Mortgaged Property to Mortgagee free of any and all Hazardous Materials so that the condition of the Mortgaged Property shall conform with all applicable federal, state and local laws, ordinances, rules or regulations affecting the Mortgaged Property. For purposes of this Mortgage, "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC §9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 USC §1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 USC §9601 et seq.) and in the regulations adopted and publications promulgated pursuant thereto, or any other applicable federal, state or local governmental law, ordinance, rule or regulation including the Environmental Protection Act of Illinois, 415 ILCS 5/1, et seq., as amended. The provisions of this paragraph shall be in addition to any and all other obligations and liabilities Mortgagor may have to Mortgagee at common law and shall survive the repayment of all sums due under the Notes and the other Loan Instruments and the satisfaction of all of the other obligations of Mortgagor hereunder and under the other Loan Instruments.

## ARTICLE II

### ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.01 Assignment of Rents. Mortgagor hereby assigns and transfers to Mortgagee all the rents, issues and profits of the Mortgaged Property, and, subject to the terms of this Section 2.01, hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee at any time and from time to time to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an Event of Default under any of the Loan Instruments. The assignment of the rents, issues and profits of the Mortgaged Property in this Article II is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest. Mortgagee shall not have the right to collect the same until there has been an Event of Default under any of the Loan Instruments.

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2.02 Collection Upon Default. Upon any Event of Default under any of the Loan Instruments, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

2.03 Assignment of Leases. Mortgagor hereby assigns and transfers to Mortgagee as additional security for the payment of the indebtedness secured hereby, all present and future leases and subleases of all or any part of the Mortgaged Property and agrees to execute and deliver, at the request of Mortgagee, all such further assurances and assignments of the Mortgaged Property as Mortgagee shall from time to time require. In the event Mortgagor, as such additional security has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Mortgagee, its successors and assigns, any interest of Mortgagor as lessor in any lease or leases, Mortgagor expressly covenants and agrees that if Mortgagor, as lessor under such lease or leases so assigned shall fail to perform and fulfill any term, covenant, condition or provision in such lease or leases, or any of them, on its part to be performed or fulfilled, at the times (within applicable cure periods) and in the manner in such lease or leases provided and such failure to perform permits the tenant or lessee under any lease to terminate such lease, or if Mortgagor shall suffer or permit to occur any breach or default under the provisions of any such assignment of any lease or leases, then and in any such event, such breach or default shall constitute an Event of Default hereunder as such term is defined in Section 4.01 hereof.

2.04 Mortgagee's Right of Possession in Case of Default. In any case in which under the provisions of this Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagee, Mortgagor shall surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Mortgaged Property or any part thereof personally, or by its agent or attorneys. In such event Mortgagee in its discretion may, in accordance with applicable law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers, and accounts of Mortgagor or then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns, may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Property, including actions for the recovery of rent, actions in

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forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (b) except as may be provided in any separately executed nondisturbance or similar agreement, to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder 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 Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Mortgagee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagee therefor immediately upon demand.

2.05 Application of Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it by Section 2.01 and Section 2.04 hereof shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as Mortgagee may determine:

a. to the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagee 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;

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

c. to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Improvements, and of placing the Mortgaged Property in such condition as will, in the judgment of Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured hereby as specified in Section 4.04 hereof or any deficiency which may result from any foreclosure sale.

## ARTICLE III

### SECURITY AGREEMENT

3.01 Creation of Security Interest. Mortgagor hereby grants to Mortgagee a security interest in the Personal Property, including without limitation, any and all property of similar type or kind hereafter located on or at the Property, for the purpose of securing all obligations of Mortgagor contained in any of the Loan Instruments.

3.02 Warranties, Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants, except as otherwise disclosed or permitted in the Loan Agreement, as follows:

a. Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except Permitted Encumbrances. Mortgagor will notify Mortgagee of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein;

b. Except in the ordinary course of Mortgagor's business, Mortgagor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee;

c. The Personal Property is not used or bought for personal, family or household purposes;

d. The Personal Property will be kept on or at the Property and Mortgagor will not remove the Personal Property from the Property without the prior written consent



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of Mortgagee, except such portions or items of Personal Property which are consumed, replaced or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor;

e. Mortgagor maintains a place of business in the State of Illinois and Mortgagor will immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage;

f. At the request of Mortgagee, Mortgagor will execute one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Michigan or the Uniform Commercial Code of Illinois in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable;

g. All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein;

h. This Mortgage constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Illinois.

## ARTICLE IV

### DEFAULT

4.01 Events of Default. Any of the following events shall be deemed an "Event of Default" hereunder:

a. The occurrence of an Event of Default (as defined in the Loan Agreement) under the Loan Agreement or any of the other Loan Instruments; or

b. The Mortgaged Property is further encumbered by a mortgage or other security instrument, other than the Permitted Encumbrances, without the written consent of Mortgagee; or

c. Mortgagor has sold, assigned, conveyed, disposed of or otherwise transferred any part of its ownership (legal or equitable) in the Mortgaged Property, except as specifically contemplated by the Loan Agreement, or if James E. LaCrosse ("LaCrosse") has sold, disposed of, encumbered, pledged, hypothecated or otherwise transferred all or any part of his legal or equitable interest or voting rights as a shareholder in Mortgagor which, after giving effect to such transaction or transactions, results in ownership or control by LaCrosse of less than 51% of the shareholder voting rights in Mortgagor; or

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d. The occurrence of a breach or default under any term, covenant, agreement, condition, provision, representation or warranty contained in any of the Loan Instruments or any part thereof, not referred to in this Section 4.01 and the continuance of such breach or default after expiration of any applicable grace or cure period.

4.02 Acceleration Upon Default; Additional Remedies. Upon the occurrence of any Event of Default, Mortgagee may declare all indebtedness secured hereby to be due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Mortgagee may:

a. Either in person or by agent, with or without bringing any action or proceeding, enter upon and take possession of the Mortgaged Property in accordance with applicable law, or any part thereof, in its own name, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same to the indebtedness secured hereby. The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues or profits Mortgagee shall be entitled to exercise every right provided for in any of the Loan Instruments or by law upon occurrence of any Event of Default;

b. Commence an action to foreclose this Mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

c. Exercise any or all of the remedies available to a secured party under the Illinois Uniform Commercial Code, including, but not limited to:

i. Either personally or by means of a court appointed receiver, take possession of all or any part of the Personal Property and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect to the Personal Property or any part thereof. In the event Mortgagee demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Instruments, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

ii. Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its

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security interest in the Personal Property, including without limitation, paying, purchasing, contesting, or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

iii. Require Mortgagor to assemble the Personal Property or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Personal Property to Mortgagee, or an agent or representative designated by it. Mortgagee and its agents and representatives shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

iv. Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale;

v. Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least ten (10) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth at the beginning of this Mortgage.

4.03 Foreclosure; Expense of Litigation. When the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. In any suit to foreclose the lien hereof or enforce any other remedy of Mortgagee under this Mortgage or the Notes, the following expenditures and expenses shall be recoverable in foreclosure, which may be paid or incurred by or on behalf of Mortgagee in connection with the foreclosure, including, without limitation, reasonable attorneys' costs and fees (including the costs and fees of paralegals), survey charges, appraiser's fees, fees for environmental studies and assessments and all additional expenses incurred by Mortgagee with respect to environmental matters, outlays for documentary and expert evidence, stenographers, charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to, the value of, or the environmental condition of the Mortgaged Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Notes or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding, shall be

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immediately due and payable by Mortgagor, with interest thereon at the Default Rate and shall be secured by this Mortgage.

4.04 Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in accordance with the terms and conditions of that certain Third Amended and Restated Intercreditor Agreement dated as of October 1, 1998, including any amendment or modification thereof, and any agreement entered into in replacement thereof (the "Intercreditor Agreement").

4.05 Appointment of Receiver; Mortgagee in Possession. Upon, or at any time after the filing of a complaint to foreclose this Mortgage, Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property by the court in which such complaint is filed, and Mortgagee hereby consents to the appointment of such receiver. Such appointment may be made either before or after sale, upon 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 Mortgaged Property or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any holder hereof may be appointed as such receiver. Such receiver shall have power: (a) to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, 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, issues and profits; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder 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 premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (c) all other powers which may be necessary or are usual in such cases for the protection, possession, control, management, and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, 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; (b) the deficiency in case of a sale and deficiency. Without limiting the foregoing, Mortgagor hereby authorizes Mortgagee (through a judicially appointed receiver) to be placed in possession of the Mortgaged Property during foreclosure and for so long as Mortgagee shall remain in possession of the Mortgaged Property, Mortgagee shall have the power and authority to operate, manage and control the Mortgaged Property, including, without limitation, the right to receive the rents, issues and profits, perform all maintenance and repairs and enter into, amend, cancel, renew and modify leases.

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4.06 Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Mortgagee may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by, Mortgagee and Mortgagee may pursue inconsistent remedies.

4.07 Illinois Mortgage Foreclosure Law. Without limiting any of the foregoing provisions, the Mortgagee and Mortgagor shall have the following additional rights:

a. Benefits of Act. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5\15-1101) (the "Act"), including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

b. Insurance. Wherever provision is made in the Mortgage for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment or foreclosure all such rights and powers of the Mortgagee shall continue in the Mortgagee as judgment creditor or mortgagee until confirmation of sale.

c. Protective Advances. All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by this Mortgage or by the Act (collectively "Protective Advances"), shall be secured by the lien of this Mortgage and shall be a lien from the time this Mortgage is recorded and shall have the benefit of all applicable provisions of the Act, including those provisions of the Act hereinbelow referred to:



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i. all advances by Mortgagee in accordance with the terms of this Mortgage to: (1) preserve or maintain, repair, restore or rebuild the Improvements; (2) preserve the lien of this Mortgage or the priority thereof; or (3) enforce this Mortgage, as referred to in Subparagraph (b) (5) of Paragraph 15-1302 of the Act;

ii. payments by Mortgagee of: (1) when due installments of principal, interest or other obligations in accordance with the terms of any senior mortgage or other prior lien or encumbrance; (2) when due installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the Property or any part thereof; (3) other obligations authorized by this Mortgage; or (4) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title, as referred to in Paragraph 15-1505 of the Act;

iii. advances by Mortgagee in settlement or compromise of any claims asserted by claimants under senior mortgages or any other prior liens;

iv. attorneys fees and other costs incurred: (1) in connection with the foreclosure of this Mortgage as referred to in Paragraphs 15-1504(d)(2) and 15-1510 of the Act; (2) in connection with any action, suit or proceeding brought by or against the Mortgagee for the enforcement of this Mortgage or arising from the interest of the Mortgagee hereunder; or (3) in the preparation for the commencement or defense of any such foreclosure or other action related to this Mortgage or the Mortgaged Property;

v. Mortgagee's fees and costs, including attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subparagraph (b) (1) of Paragraph 15-1508 of the Act;

vi. expenses deductible from proceeds of sale as referred to in Subparagraphs (a) and (b) of Paragraph 15-1512 of the Act;

vii. expenses incurred and expenditures made by Mortgagee for any one or more of the following: (1) if the Mortgaged Property or any portion thereof constitutes one or more units under a condominium declaration, assessments imposed upon the unit owner thereof deemed by Mortgagee to be required to be paid; (2) if Mortgagor's interest in the Mortgaged Property is a leasehold estate under a lease or sublease, rentals or other payments required to be made by the lessee under the terms of the lease or sublease; (3) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in

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effect at the time any receiver or Mortgagee takes possession of the Mortgaged Property imposed by Subparagraph (c) (1) of Paragraph 15-1704 of the Act; (4) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (5) payments deemed by Mortgagee to be required for the benefit of the Mortgaged Property or required to be made by the owner of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Property; (6) shared or common expense assessments payable to any association or corporation in which the owner of the Property is a member in any way affecting the Property; (7) if the loan secured hereby is a construction loan, costs incurred by Mortgagee for demolition, preparation for and completion of construction, as may be authorized by the applicable commitment, loan agreement or other agreement; (8) payments deemed by Mortgagee to be required pursuant to any lease or other agreement for occupancy of the Property for amounts required to be paid by Mortgagor, and (9) if the Mortgage is insured, payments of FHA or private mortgage insurance required to keep such insurance in force.

All Protective Advances shall become additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subparagraph (b) (1) of Paragraph 15-1302 of the Act.

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

i. determination of the amount of indebtedness secured by this Mortgage at any time;

ii. the indebtedness found due and owing to the Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

iii. if right of redemption has not been waived by this Mortgage, computation of amount required to redeem, pursuant to Subparagraphs (d)(2) and (e) of Paragraph 15-1603 of the Act;

iv. determination of amount deductible from sale pursuant to Paragraph 15-1512 of the Act;

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v. application of income in the hands of any receiver or Mortgagee in possession; and

vi. computation of any deficiency judgment pursuant to Subparagraphs (b)(2) and (e) of Paragraphs 15-1508 and Section 15-1511 of the Act.

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

e. Waiver of Redemption. Mortgagor acknowledges that the Property does not constitute agricultural real estate, as said term is defined in Paragraph 15-1201 of the Act or residential real estate as defined in Paragraph 15-1219 of the Act. Pursuant to Paragraph 15-1601 (b) of the Act, Mortgagor hereby waives any and all right to redemption.

## ARTICLE V

### MISCELLANEOUS

5.01 Governing Law. This Mortgage shall be governed by the laws of the State of Illinois; provided, however, that the Mortgagee may avail itself of any remedies available to it under the laws of the State of Michigan in connection with the Loan Instruments. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws of the State of Illinois, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument 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.

5.02 Mortgagor Waiver of Rights. Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property or any homestead or similar rights, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Notes or the debt evidenced thereby or creating or extending a period of

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redemption from foreclosure made in collecting said debt. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and Mortgagor, for Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. To the extent permitted by law, Mortgagor expressly waives and relinquishes any and all rights and remedies under the laws of the State of Michigan or Illinois pertaining to sureties and to abatement, suspension, deferment or reduction of any sum secured hereby. The foregoing waiver of redemption is made pursuant to 735 ILCS 5\15-1601 (b) , as amended.

5.03 Limitation of Interest. It is the intent of Mortgagor and Mortgagee in the execution of this Mortgage and the Notes and all other instruments securing the Notes to contract in strict compliance with the usury laws of the State of Illinois and the State of Michigan governing the loan evidenced by the Notes. In furtherance thereof, Mortgagee and Mortgagor stipulate and agree that none of the terms and provisions contained in the Loan Instruments shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Illinois or the State of Michigan governing the loan evidenced by the Notes. Mortgagor or any guarantor, endorser or other party now or hereafter becoming liable for the payment of the Notes shall never be liable for unearned interest on the Notes and shall never be required to pay interest on the Notes at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Illinois or the State of Michigan and the provisions of this Section shall control over all other provisions of the Notes and any other instrument executed in connection herewith which may be in apparent conflict herewith. In the event any holder of the Notes shall collect monies which are deemed to constitute interest in excess of the maximum rate permitted by the laws of the State of Illinois or the State of Michigan, all such sums deemed to constitute interest in excess of the legal rate shall be immediately returned to the party making such payment upon such determination. The Mortgagor represents that the advances under the Notes are business loans within the purview of 815 ILCS 205\4 and is a transaction solely for the purpose of carrying on the business of the Mortgagor as contemplated by such Paragraph.

5.04 Statements by Mortgagor. Mortgagor, within ten (10) days after being given notice by mail, will furnish to Mortgagee a written statement stating the unpaid principal of and interest on the Notes and any other amounts secured by this Mortgage and stating whether any offset or defense exists against such principal and interest.

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5.05 Notices. Whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Mortgage. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.06 Captions/Gender. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. As used herein the masculine gender shall be deemed to include the feminine and the neuter and the singular number shall also include the plural.

5.07 Invalidity of Certain Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

5.08 No Merger. If both the lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions hereof, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Mortgagee or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

5.09 Subrogation. To the extent that proceeds of the Notes are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced by Mortgagee at Mortgagor's request and Mortgagee shall be subrogated to any and all rights and liens owned or held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 [intentionally omitted]

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5.11 Rules of Construction. Except as expressly herein provided, the Loan Agreement and this Mortgage shall be interpreted, wherever possible, in a manner consistent with one another, but in the event of any irreconcilable inconsistency, the Loan Agreement shall control.

5.12 Fixture Filing. It is intended that this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of the filing of this Mortgage for record with the Recorder of Cook County, Illinois. The information provided in this Paragraph 5.12 is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code as enacted in the State of Illinois, for a mortgage instrument to be filed as a financing statement. Mortgagor is the "Debtor" and its name and a mailing address are set forth in the Preamble of this Mortgage. The "Secured Party" is Mortgagee and its name and mailing address from which information concerning the security interest granted herein are set forth in the Preamble of this Mortgage. The record owner of the Mortgaged Property is Mortgagor.

5.13 Intercreditor Agreement. The rights of the Mortgagee under this Mortgage are subject to the terms of the Intercreditor Agreement (as defined in Paragraph 4.04 of this Mortgage), as applicable.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

Property of Cook County Clerk's Office

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## NWS, INC.'S SIGNATURE PAGE TO THE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

"Mortgagor"

NWS, INC., an Illinois corporation

By: 

James E. LaCrosse, President

### ACKNOWLEDGMENT

STATE OF INDIANA )

) SS:

COUNTY OF MARION )

I, Judith A. Ashcraft, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT James E. LaCrosse of NWS, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered. said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1<sup>st</sup> day of October, 1998.

  
Notary Public - Signature

Judith A. Ashcraft  
Notary Public - Printed

My Commission Expires:

2/26/2008

My County of Residence Is:

Marion

This instrument prepared by Andrew S. Boyce, Esq., Dickinson Wright PLLC, 500 Woodward Avenue, Suite 4000, Detroit, Michigan 48226.

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## EXHIBIT A

### Legal Description

#### PARCEL 1:

THAT PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF STREET 372.53 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 39.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO A POINT WHICH BEARS AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS FROM THE POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 180 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO THE POINT OF BEGINNING.

#### PARCEL 2:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTH EAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 57 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76

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FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 248 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 976.31 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, ACCORDING TO THE PLAT THEREOF, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716; THENCE SOUTH THROUGH THE FOLLOWING TEN COURSES ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION; THENCE ON AN AZIMUTH OF 214 DEGREES 13 MINUTES 38 SECONDS, 165.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES 59 MINUTES 58 SECONDS, 311.98 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 56 MINUTES 10 SECONDS, 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 96.00 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES 06 MINUTES 50 SECONDS, 49.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 127.65 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS, 3.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 125.00 FEET TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST ALONG SAID NORTH LINE, 227.45 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 38.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO THE POINT OF BEGINNING.

#### PARCEL 3:

LOTS 2 AND 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716.

#### PARCEL 4:

EASEMENT FOR USE OF RAILROAD TRACKS OVER THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667422, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 226.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES, 21 MINUTES, 52 SECONDS 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 26.27 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 130.26 FEET; THENCE ON AN AZIMUTH OF 57 DEGREES 12 MINUTES 25 SECONDS, 132.04 FEET; THENCE ON AN AZIMUTH OF 22 DEGREES 23 MINUTES 24 SECONDS, 52.47 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 73.39 FEET TO ITS INTERSECTION WITH THE WEST LINE OF CAMPBELL AVENUE AFORESAID AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED) PRODUCED NORTH; THENCE CONTINUING ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS, 14.34 FEET; THENCE ON AN AZIMUTH OF 182 DEGREES 59 MINUTES 01 SECONDS, 7.68; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE

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WEST, RADIUS 204.63, CENTRAL ANGLE 7 DEGREES 24 MINUTES 06 SECONDS, 27.03 FEET; THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES 06 SECONDS, 17.55 FEET TO THE WEST LINE OF CAMPBELL AVENUE AFORESAID, THENCE ON AN AZIMUTH 216 DEGREES 06 MINUTES 54 SECONDS, 104.47 FEET; THENCE ON AN AZIMUTH OF 219 DEGREES 58 MINUTES 04 SECONDS, 247.73 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THAT PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET FOR A POINT OF BEGINNING; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 158 DEGREES 27 MINUTES 00 SECONDS, 50.00 FEET; THENCE ON AN AZIMUTH OF 220 DEGREES 51 MINUTES 20 SECONDS, 342.51 FEET; THENCE ON AN AZIMUTH OF 242 DEGREES 07 MINUTES 22 SECONDS, 100.00 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THE SOUTH 100 FEET OF THE WEST 30 FEET OF LOTS 2,3,4,5 AND PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452 ALSO PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP AND RANGE

AFORESAID, TAKEN AS A TRACT, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH; THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 INCH CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, BEING ALSO THE RIGHT-OF-WAY LINE FOR EXPRESSWAY ACCORDING TO DOCUMENT NO. 19024366, RECORDED JANUARY 17, 1964; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS ALONG SAID

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RIGHT-OF-WAY LINE 152.77 FEET; THENCE ON AN AZIMUTH OF 182 DEGREES 59 MINUTES 01 SECONDS, 7.68 FEET; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 204.63 FEET, CENTRAL ANGLE 07 DEGREES 34 MINUTES 06 SECONDS, 27.03 FEET; THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES 06 SECONDS, 17.55 FEET TO THE AFOREMENTIONED WEST LINE OF SOUTH CAMPBELL AVENUE PRODUCED NORTH; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG SAID WEST LINE, 164.69 FEET TO THE NORTHWEST CORNER OF LOT 4 AFORESAID; THENCE ON AN AZIMUTH OF 90 DEGREES 18 MINUTES 00 SECONDS ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG THE EAST LINE OF LOTS 4, 5 AND 3, A DISTANCE OF 1129.84 FEET TO THE NORTH LINE OF WEST 35TH STREET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

EASEMENT FOR INGRESS, EGRESS AND ACCESS OVER THE NORTH 386.74 FEET OF THE SOUTH 826.34 FEET OF THE WEST 65 FEET OF THE LAND LOCATED TO THE EAST AND MORE FULLY DESCRIBED IN THE DECLARATION OF EASEMENTS FOR INGRESS, EGRESS AND ACCESS RECORDED APRIL 15, 1993.

Address

2600 W. 35th St.  
Chicago

PINS

16-36-200-031/033/018  
16-36-201-034/035

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## EXHIBIT B

### Permitted Encumbrances

- 1.\* MORTGAGE DATED APRIL 1, 1992 AND RECORDED APRIL 30, 1992 AS DOCUMENT 92293227 MADE BY NWS, INC., A CORPORATION OF ILLINOIS TO INB NATIONAL BANK, AS AGENT ON BEHALF OF INB NATIONAL BANK AND BANK ONE, INDIANAPOLIS, N.A. TO SECURE AN INDEBTEDNESS FOR \$4,250,000.00, AS AMENDED BY THE FOLLOWING:
- (a) FIRST AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING BY NWS, INC. TO INB NATIONAL BANK, AS AGENT ON BEHALF OF NBD BANK, N.A.; BANK ONE, INDIANAPOLIS, NATIONAL ASSOCIATION; BA BUSINESS CREDIT, INC.; CONTINENTAL BANK N.A.; LASALLE NATIONAL BANK; AND INB NATIONAL BANK, DATED JUNE 12, 1993 AND RECORDED JUNE 16, 1993 AS DOCUMENT 93461516.
  - (b) FIRST MODIFICATION OF FIRST AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, DATED NOVEMBER 14, 1994 AND RECORDED DECEMBER 20, 1994 AS DOCUMENT 04059870.
  - (c) SECOND MODIFICATION OF FIRST AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, DATED FEBRUARY 22, 1995 AND RECORDED MARCH 7, 1995 AS DOCUMENT 95153316.
  - (d) SECOND AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING DATED JULY 31, 1995 AND RECORDED JULY 31, 1995 AS DOCUMENT 95500704.
  - (e) FIRST AMENDMENT TO SECOND AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING, RECORDED AUGUST 12, 1996 AS DOCUMENT 96615012.
  - (f) AMENDMENTS RECORDED DECEMBER 22, 1997 AS DOCUMENTS 97962682, 97962683 AND 97962684.

\*Subordinate to the Mortgage pursuant to the Third Amended and Restated Intercreditor Agreement, dated as of October \_\_, 1998 (the "Intercreditor Agreement").

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2. MORTGAGE DATED MARCH 31, 1992 AND RECORDED APRIL 30, 1992 AS DOCUMENT 92293225 MADE BY NWS, INC., TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TO SECURE A NOTE FOR \$3,750,000.00, AS AMENDED BY THE FOLLOWING:
  - (a) ASSIGNMENT OF LOAN DOCUMENTS, RECORDED APRIL 2, 1997 AS DOCUMENT 97229986 TO NBD BANK, N.A., A NATIONAL BANKING ASSOCIATION.
  - (b) FIRST AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING RECORDED APRIL 2, 1997 AS DOCUMENT 97229987;
  - (c) FIRST AMENDED AND RESTATED ASSIGNMENT OF LEASES RECORDED APRIL 2, 1997 AS DOCUMENT 97229988.
3. RAILROAD RIGHTS OF WAY, SWITCH AND SPUR TRACKS, IF ANY.
4. EASEMENT FOR DOCKAGE RIGHT, RIGHT OF WAY, AND RAILROAD AND TRACKAGE RIGHTS, INGRESS AND EGRESS AND SEWER CONNECTIONS OVER A PART OF THE PROPERTY AS SET OUT IN AN INDENTURE BETWEEN ALBERT DICKINSON COMPANY, A CORPORATION, AND CAMPBELL SOUP COMPANY, A CORPORATION, DATED NOVEMBER 13, 1925 AND RECORDED NOVEMBER 18, 1925 AS DOCUMENT 9099931, IN BOOK 22036, PAGE 1.
5. AGREEMENT DATED SEPTEMBER 6, 1957 AND RECORDED MARCH 13, 1958 AS DOCUMENT 17154292 BETWEEN THE COSMOPOLITAN NATIONAL BANK OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 3821 AND CAMPBELL SOUP COMPANY RELATING TO THE RELOCATION OF CERTAIN RAILROAD TRACKS, BUILDING LINES, CONSTRUCTION AND MAINTENANCE OF EXISTING BUILDINGS TO BE BUILT IN THE FUTURE. (AFFECTS PARCEL 1 AND LOT 4 OF PARCEL 2).
6. RIGHT TO USE THAT PORTION OF THE RAILROAD TRACK DESCRIBED AS TRACK A IN DOCUMENT NO. 9099931 (NOTED HEREIN), WHICH LIES WITHIN THE BOUNDARIES OF PARCELS 1 AND 2 AFORESAID, AND THE RIGHT TO USE THE SWITCH TRACK NOW LYING ON THE STRIP OF LAND DESCRIBED IN DOCUMENT 10333037 (NOTED HEREIN) AND THE RIGHT TO CONSTRUCT, MAINTAIN AND USE A SINGLE CONNECTING RAILROAD TRACK AT A LOCATION APPROVED BY CAMPBELL SOUP COMPANY RUNNING FROM A POINT WHERE THE NORTH WEST BOUNDARY OF PARCEL 1 AFORESAID (165.37 FEET IN LENGTH) INTERSECTS THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, TO A CONNECTION WITH SAID TRACK 'A', FOR THE RUNNING AND OPERATING OF ENGINES AND CARS OVER AND UPON SAID TRACK FOR THE TRANSPORTATION ONLY OF INCOMING AND OUTGOING FREIGHT OF ANY

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INDUSTRY, LOCATED ON LAND THEN OWNED BY THE HEREINAFTER NAMED GRANTOR, LYING WEST OF AND ADJOINING SAID PARCEL 1 AND SOUTH OF THE SOUTHERLY LINE OF THE ILLINOIS AND MICHIGAN CANAL RESERVE, TOGETHER WITH THE RIGHT OF THE SAID CAMPBELL SOUP COMPANY TO RELOCATED SAID TRACK A, SAID SWITCH TRACK AND SAID CONNECTING TRACK AT ANY TIME AS RESERVED IN DEED FROM THE COSMOPOLITAN NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NO. 3821 TO CAMPBELL SOUP COMPANY, A CORPORATION OF NEW JERSEY DATED SEPTEMBER 14, 1955 AND RECORDED SEPTEMBER 27, 1955 AS DOCUMENT 16374751.

7. EASEMENT IN, UPON, UNDER, OVER AND ALONG THE LAND TO INSTALL AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY WITH GAS SERVICE, TOGETHER WITH RIGHT OF ACCESS TO SAID EQUIPMENT, AS CREATED BY GRANT TO NORTHERN ILLINOIS GAS COMPANY RECORDED MAY 9, 1989 AS DOCUMENT NUMBER 89209220.  
(AFFECTS PARCEL 1)
8. UNRECORDED AGREEMENT TO PINES TRAILER LIMITED PARTNERSHIP.
9. UNRECORDED AGREEMENT TO APPLE COMMUNICATION, INC.
10. ASSIGNMENT OF LEASES AS STATED BELOW:  
ASSIGNOR: NWS, INC., A CORPORATION OF ILLINOIS  
ASSIGNEE: AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO  
DATED: MARCH 31, 1992  
RECORDED: APRIL 30, 1992  
DOCUMENT NUMBER: 92293226
11. MEMORANDUM OF SUBORDINATION AGREEMENT DATED APRIL 1, 1992 AND RECORDED APRIL 30, 1992 AS DOCUMENT 92293229 MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AND INB NATIONAL BANK, AS AGENT ON BEHALF OF INB NATIONAL BANK AND BANK ONE, INDIANAPOLIS, N.A.
12. FINANCING STATEMENT AS STATED BELOW:  
SECURED PARTY: AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO  
DEBTOR: NWS, INC., A CORPORATION OF ILLINOIS  
FILED: MAY 1, 1992  
DOCUMENT NUMBER: 92U 07718

AMENDED BY DOCUMENT 97U 03922



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13. FINANCING STATEMENT AS STATED BELOW:  
SECURED PARTY: INB NATIONAL BANK, AS AGENT ON BEHALF OF  
INB NATIONAL BANK AND BANK ONE,  
INDIANAPOLIS, N.A.  
DEBTOR: NWS, INC., A CORPORATION OF ILLINOIS  
FILED: MAY 1, 1992  
DOCUMENT NUMBER: 92U 07719
14. ASSIGNMENT OF RENTS RECORDED APRIL 30, 1992 AS DOCUMENT NO. 92293228 MADE BY NWS, INC., A CORPORATION OF ILLINOIS TO INB NATIONAL BANK, AS AGENT ON BEHALF OF INB NATIONAL BANK AND BANK ONE, INDIANAPOLIS, N.A.
15. AGREEMENT REGARDING USES OF PROPERTY DATED APRIL 13, 1993 AND RECORDED APRIL 15, 1993 AS DOCUMENT 93280726 MADE BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1989 KNOWN AS TRUST NO. 108-95407, HAWTHORN CAMPBELL HOLDINGS LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP AND NWS, INC., A CORPORATION OF ILLINOIS
16. REDEVELOPMENT AGREEMENT BETWEEN THE CITY OF CHICAGO AND NWS, INC., RECORDED APRIL 15, 1993 AS DOCUMENT 93280722 AND SUBJECT TO THE TERMS AND CONDITIONS CONTAINED THEREIN.
17. SECURITY INTEREST OF INB NATIONAL BANK, AS AGENT ON BEHALF OF NBD BANK, N.A.; BANK ONE, INDIANAPOLIS, NATIONAL ASSOCIATION; BA BUSINESS CREDIT, INC.; CONTINENTAL BANK N.A.; LASALLE NATIONAL BANK; AND INB NATIONAL BANK, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY NWS, INC., A CORPORATION OF ILLINOIS, DEBTOR, AND FILED JUNE 23, 1993 AS DOCUMENT NO. 93078488.
18. EASEMENT IN FAVOR OF THE COMMONWEALTH EDISON COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 93683247, AFFECTING THE NORTHEASTERLY PART OF THE LAND.
19. SECURITY INTEREST OF ILLINOIS DEPARTMENT OF COMMERCE & COMMUNITY AFFAIRS, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY NWS, INC., DEBTOR, AND FILED SEPTEMBER 20, 1994 AS DOCUMENT NO. 94819191.

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20. MORTGAGE DATED NOVEMBER 14, 1995 AND RECORDED JANUARY 12, 1995 AS DOCUMENT NO. 95026584 MADE BY NWS, INC., A CORPORATION OF ILLINOIS TO ILLINOIS DEPARTMENT OF COMMUNITY AFFAIRS TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$750,000.00.
21. UNRECORDED LEASE IN FAVOR OF RTC INDUSTRIES, INC., A DELAWARE CORPORATION. FIRST AMENDED AND RESTATED SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED JULY 31, 1995 AS DOCUMENT 95500709.
22. UNRECORDED LEASE IN FAVOR OF CONSOLIDATED RECTIFYING, INC., AN ILLINOIS CORPORATION. FIRST AMENDED AND RESTATED AGREEMENT OF SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE RECORDED JULY 31, 1995 AS DOCUMENT 95500708.